VILLAGE SHOPPES OF EAST CHEROKEE
LEASE FACE PAGES

LEASE DATE: AS OF_____, 2019 ("Lease Date").

LANDLORD: PMAT East Cherokee, L.L.C. ("Landlord").
LANDLORD'S ADDRESS: c/o Stirling Properties, LLC, 109 Northpark Blvd., Suite 300, Covington, LA 70433 (TEL: 985-898-2022)

TENANT: It's Me Time! LLC ("Tenant").
TENANT'S ADDRESS: 339 Hampton Lane, Ballground, GA 30107 (TEL: 404-456-8324)
TENANT CONTACT: Cindy A. Thomas
EMAIL ADDRESS: cindyt3291@yahoo.com

GUARANTOR: Cindy A. Thomas ("Guarantor").
GUARANTOR'S ADDRESS: 339 Hampton Lane, Ballground, GA 30107 (TEL: 404-456-8324)

SHOPPING CENTER: Village Shoppes of East Cherokee, Woodstock, GA ("Center").

LEASED PREMISES: Suite B-4 ("Premises").
APPROXIMATE SIZE OF PREMISES: 1,400 square feet ("Floor Area").

TENANT'S USE: Operation of hair waxing and threading studio, body cavitation, facials, cellulite treatments ("Permitted Use"), and for no other purpose whatsoever.
TENANT'S TRADE NAME: It's Me Time! ("Trade Name").

LEASE TERM: Sixty-five (65) months (the "Lease Term").
COMMENCEMENT DATE: The date that Landlord tenders delivery of possession of the Premises to Tenant ("Commencement Date").

SECURITY DEPOSIT: $10,000.00 (see Section 8.2).

MONTHLY BASE RENT SHALL COMMENCE ON: The date that is one hundred fifty (150) days following the Commencement Date ("Rent Commencement Date").

BASE RENT SCHEDULE				
LEASE YEAR	**DATES**	**MONTHLY BASE RENT ("Monthly Base Rent')**	**ANNUAL BASE RENT PSF**	**ANNUAL BASE RENT**
1 (Mos. 1-5)		**$0.00**	**$0.00**	**$0.00**
1 (Mos. 6-12)		**$1,907.50**	**$16.35**	**$22,889.90**
2		**$1,964.67**	**$16.84**	**$23,576.04**
3		**$2,024.17**	**$17.35**	**$24,290.04**
4		**$2,084.83**	**$17.87**	**$25,017.96**
5		**$2,147.83**	**$18.41**	**$25,773.96**
6 (Mos. 61-65)		**$2,212.00**	**$18.96**	**$26,544.00**

TENANT'S PROPORTIONATE SHARE (Initial):___% ("Proportionate Share").

INITIAL MONTHLY TENANT EXPENSE REIMBURSEMENT
Initial Monthly Estimated Operating Expenses: $241.50
Initial Monthly Estimated Insurance: $57.17

Initial Monthly Estimated Taxes: **$156.33**

TOTAL INITIAL MONTHLY EXPENSE REIMBURSEMENT: **$455.00**

MONTHLY PROMOTIONAL FUND AMOUNT: N/A (“Monthly Promotional Fund Amount”).

TENANT'S AGGREGATE INITIAL MONTHLY PAYMENT:

Monthly Base Rent:	**$1,907.50**
Estimated Tenant Monthly Expense Reimbursement:	**$455.00**
Promotional Fund Amount (Monthly Payment):	**N/A**
Sales Taxes:	**N/A**
TOTAL:	**$2,362.50**

AGGREGATE PREPAID AMOUNT (excludes Security Deposit): $0.00

LANDLORD'S BROKER: Schair & Associates, Inc. ("Landlord's Broker").
TENANT'S BROKER: N/A ("Tenant's Broker").
DEADLINE FOR DELIVERY OF PLANS: Ten (10) days following full execution of the Lease ("Plans Submission Date").

DEADLINE FOR TENANT TO APPLY FOR PERMITS: Ten (10) days following Landlord's approval of Tenant's Plans ("Permits Deadline").

REQUIRED OPENING DATE: The Rent Commencement Date ("Required Opening Date").

LANDLORD'S WORK: NONE. Landlord shall be deemed to have delivered possession of the Premises to Tenant at the time the lease is fully executed by both parties.

TENANT IMPROVEMENT ALLOWANCE: $11,000.00 (See Section 3.4)

EXHIBITS AND ADDENDA FORMING A PART OF THE LEASE:

Exhibit A.....Site Plan
Exhibit B.....Landlord's Workletter
Exhibit C.....Description of Tenant's Work
Exhibit D.....Automatic Debit Documents
Exhibit E.....Equipment Requirements
Exhibit F.....Landlord's Sign Specifications
Exhibit G.....Rules and Regulations
Exhibit H.....Guaranty Agreement
Exhibit I.....Construction
Exhibit J.....Commencement Date Agreement

The failure of one or more exhibits to be attached to the executed Lease shall not constitute grounds for termination of the Lease, and, in the event of such a failure, each party shall, upon the request of the other party, take reasonable action to attach the missing exhibit(s) to the Lease.

THESE LEASE FACE PAGES ARE PART OF THE LEASE. THE TERMS USED OR DEFINITIONS ASSIGNED ON THESE LEASE FACE PAGES ARE DEFINED TERMS IN THIS LEASE. ALL AGREEMENTS BETWEEN THE PARTIES ARE IN WRITING AND CONTAINED IN THIS LEASE.

Initials: Tenant _____

VILLAGE SHOPPES OF EAST CHEROKEE LEASE

1. PARTIES.

This Lease (as modified, amended, and supplemented from time to time, the "**Lease**") is made as of the Lease Date (as defined on the Lease Face Pages) by and between Landlord and Tenant (as defined on the Lease Face Pages).

WITNESSETH:

2. PREMISES.

2.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the terms and conditions set forth in this Lease, the Premises (as defined on the Lease Face Pages) located in the Center (as defined on the Lease Face Pages). The approximate location of the Premises in the Center is shown on Exhibit "A."

2.2 The Floor Area as set out on the Lease Face Pages includes the exterior faces of the exterior walls and the centers of any party walls. In computing the Floor Area of the Premises, no deduction or exclusion has been made or shall be made for space occupied by stairs, escalators, elevators, interior partitions, basements, vaults or other interior construction or equipment in the Premises. Monthly Base Rent (as defined on the Lease Face Pages) and some of the Additional Rent (as defined below) are calculated based on the Floor Area as stated on the Lease Face Pages. Before its execution of this Lease, Tenant has inspected the Premises and has had an opportunity to measure its Floor Area. Tenant hereby conclusively agrees that the Premises contain the Floor Area set out on the Lease Face Pages. Notwithstanding the foregoing, Landlord shall have the right at any time during the Lease Term to re-measure the Floor Area of the Premises, which re-measurement shall be at Landlord's sole cost and expense.

2.3 Landlord specifically excepts and reserves unto itself: (a) The exclusive use of the roof of the Premises (including, without limitation, the right to install and control the installation of antennae, signs, displays, equipment or other objects, as well as the right to construct additional stories at Landlord's option), the exterior walls and the area above and below the Premises, and the Premises shall not include these areas; and (b) The right to place in the Premises (above or inside ceilings, below floors or next to columns) in such manner as to reduce to a minimum the interference with Tenant's use of the Premises, utility lines, pipes and the like, to serve premises other than the Premises or to serve the Center generally, and to enter the Premises to replace, maintain, and repair all utility lines, pipes, and the like, now or in the future located in, over and upon the Premises and for the other purposes set out in Article 20.

2.4 Landlord shall have the right to change the size, layout and location of any and all buildings and Common Areas (as defined below) in the Center and to reduce or expand the size of the Center. In addition, Landlord reserves the right, as its option, to substitute for the Premises other space in the Center, containing approximately the same area that is contained in the original Premises and reasonably comparable in build out and visibility to the Premises. When Tenant takes possession of the other space, this other space shall become the "**Premises**" for all purposes of this Lease, and the parties shall execute a Supplemental Agreement specifying the new Premises and setting out its area if not identical to the area of the Premises. If Landlord relocates Tenant to new Premises, Landlord will pay the actual cost of physically relocating Tenant and the cost of altering the new space to make it generally comparable to the Premises. In addition, Landlord shall pay the out of pocket costs incurred by Tenant as a result of the relocation, including, without limitation, costs incurred in changing addresses on stationery, business cards, directories, advertising and other such items, but in no event shall Landlord's obligation to pay costs imposed in this sentence exceed the aggregate sum of $500. Except for Landlord's

obligation to pay Tenant's actual relocation costs as provided below, Landlord will have no liability to Tenant by reason of any relocation. In addition, in the event that Landlord redevelops the Center, or is required to reconfigure the Center in connection with the addition of an tenant which occupies Anchor Space (as hereafter defined), Landlord may terminate the Lease upon no less than sixty (60) days notice to Tenant. As used herein, "Redevelopment" shall be defined as the demolition of any existing building in the Center and/or the construction of any new building in the Center.

2.5 **Except as provided on the Workletter Exhibit to this Lease, if any, or any other Exhibit or Addendum to this Lease, and except for Landlord's obligation to perform Landlord's Repairs (as defined below), Tenant hereby (i) accepts the Premises and all of its parts (including, without limitation, all fixtures, glass, walls, heating, ventilation, and air conditioning equipment, and all other mechanical systems) in their condition on the Lease Date and agrees that this condition is suitable for the Permitted Use (or Tenant agrees to place them in that condition at Tenant's expense), (ii) agrees to perform all maintenance, repairs, and replacements that become necessary during the term to keep the Premises and all of its parts in a condition suitable for the Permitted Use, (iii) waives any obligation on Landlord's part to keep the Premises safe and in a condition suitable for the Permitted Use, and (iv) waives (and Landlord hereby expressly disclaims) all express or implied representations or warranties on the part of Landlord, including, but not limited to, any warranties that the Premises are in compliance with any and all applicable codes and regulations, including zoning and parking regulations, and any warranties that the Premises are suitable for the Permitted Use or are free from vices, defects, or deficiencies, whether hidden or apparent, and all warranties implied under applicable law.**

3. POSSESSION; TENANT'S INITIAL WORK.

3.1 Except as may be set out on Exhibit "B" to this Lease (the "**Workletter**"), if any, Landlord shall be deemed to have delivered possession of the Premises to Tenant on the later of (i) the date on which Landlord delivers to Tenant an original of this Lease, fully executed by Landlord, or (ii) the date on which Landlord delivers to Tenant the keys to the Premises.

3.2 Tenant shall, with due diligence, at its expense, and in accordance with this Lease (including, without limitation Article II and Exhibit "I") construct the improvements and perform the work described on Exhibit "C" to this Lease and all other work necessary for Tenant to use the Premises for the Permitted Use and all other work that is necessary or desirable in or about the Premises (these improvements and other initial work by Tenant are, collectively, the "**Tenant's Initial Improvements**"). Landlord shall not be required to perform any work prior to or during the term except the work expressly described on Exhibit "B," if any, and the Landlord's Repairs as defined in Section 12.3. Without limiting the generality of Tenant's obligations with respect to the Tenant's Initial Improvements, Tenant shall comply and at its expense with Article II, with Exhibit "I," and with the following requirements in the construction of Tenant's Initial Improvements: (a) Tenant will deliver to Landlord for its approval one (1) set of complete working drawings (plans) and specifications for the Tenant's Initial Improvements on or before the Plans Submissions Deadline as set out on the Lease Face Pages) and will cause its architect to make promptly all changes to these working drawings and specifications that are required by Landlord; (b) Promptly after Landlord's approval of the preliminary plans, revised as Landlord may reasonably require, Tenant will deliver to Landlord for its approval two (2) sets of final plans and specifications for Tenant's Initial Improvements, and will cause its architect to make promptly all changes to these final plans and specifications that Landlord may reasonably require (the final plans, as approved by Landlord, are the "**Final Plans**"); (c) As soon as reasonably possible, but no later than the Permits Deadline as set out on the Lease Face Pages, Tenant shall submit to all applicable governmental authorities its applications and other requests for building permits and approvals necessary to construct the Tenant's Initial Improvements in

accordance with the Final Plans, and after the submission of these applications and other requests, Tenant shall use diligent efforts to obtain said permits; and (d) Tenant shall commence construction of the Tenant's Initial Improvements promptly and immediately after Landlord's approval of the Final Plans in accordance with all statutes, ordinances, codes, laws, rules, and regulations of all federal, state, and local governmental authorities with jurisdiction over the Premises ("**Laws**") and shall proceed with this work diligently and continuously until it is completed in accordance with the Final Plans and the provisions of this Lease.

3.3 **Tenant, at Tenant's expense, shall complete Tenant's Initial Improvements, stock the Premises, and open for business for the Permitted Use (as set out on the Lease Face Pages) by the earlier of (i) thirty (30) days after Landlord's approval of the Final Plans, or (ii) the Required Opening Date (as set out on the Lease Face Pages).**

3.4 Provided that Tenant is not then in default under the Lease and no condition or circumstance exists that with notice or the passage of time would lead to or result in a default, Landlord will deliver to Tenant an allowance equal to the lesser of (i) the actual cost of the Tenant's Initial Improvements; or (ii) $11,000.00 (the "**Construction Allowance**"). The Construction Allowance shall be used solely to reimburse Tenant for costs and expenses incurred in connection with the Tenant's Initial Improvements. This Construction Allowance will be delivered to Tenant within thirty (30) days after the last of the following to occur: (i) the date on which the Tenant's Initial Improvements have been completed in accordance with the requirements of the Lease, including all applicable building and zoning codes, and Tenant has delivered to Landlord a certification by Tenant and Tenant's architect (if any) that the Tenant's Initial Improvements have been completed; (ii) Tenant has completed the Tenant's Initial Improvements in a good and workmanlike manner and Landlord and/or its representatives has inspected and approved the Tenant's Initial Improvements in its discretion, which discretion shall not be unreasonably delayed or withheld; (iii) Tenant has opened for business in the Premises; (iv) Tenant has delivered to Landlord a Certificate of Occupancy and all other certificates and approvals required for the opening and the use of the Premises, with the Tenant's Initial Improvements having been completed; (v) Tenant has furnished Landlord with an unconditional lien waiver from the Tenant's general contractor, showing that the general contractor has been paid in full, as well as such other proof as Landlord may reasonably require to show that all costs of the Tenant's Initial Improvements have been paid in full; and (vi) Tenant has submitted to Landlord a breakdown of Tenant's final and total construction costs, along with copies of all invoices, agreements, and related documents pertaining to the amount of the Construction Allowance. No portion of the Construction Allowance shall be used for the acquisition, whether by purchase, lease or otherwise, of any equipment, inventory, furnishings, fixtures or other personal property.

4. USE.

4.1 Tenant shall use and occupy the Premises solely and exclusively for the Permitted Use (as set out on the Lease Face Pages) and solely and exclusively under the Trade Name (as set out on the Lease Face Pages) and shall not use the Premises for any other use or purpose whatsoever.

4.2 Tenant shall operate the Permitted Use at the Premises continuously and without interruption, during the entire term of this Lease. Without limiting the generality of its obligations, Tenant shall be open for at least eight (8) hours on each Monday through Saturday and at least six (6) hours on each Sunday (other than on holidays on which a majority of other retail locations in the same County that are operated vigorously for the Permitted Use are also closed) (these days on which Tenant is required to operate are the "**Required Operating Days**" and the required operating hours on each of the Required Operating Days are the "**Required Operating Hours**"). During each of the Required Operating Hours on each of the Required Operating Days, Tenant shall conduct its business in the Premises for the Permitted Use diligently, vigorously and in good faith, with a full and

complete stock of seasonal inventory and a full staff of trained employees. Tenant shall also operate in all respects in a dignified manner and in accordance with high standards of store operation. Tenant will store in the Premises only those goods, wares, and merchandise that Tenant intends to offer for sale at retail at the Premises, and Tenant shall use for office, clerical or other non-selling purposes only such limited space in the Premises as is reasonably required for Tenant's Permitted Use (unless the primary Permitted Use is as office space). In addition, at all times, at Tenant's expense, Tenant will keep its display windows on the Premises dressed, clean and illuminated, and during all of the Required Operating Hours, Tenant will keep these windows and all exterior lights fully illuminated. In the event that Tenant fails to comply with any one (1) or more of the operating covenants set forth in this Section 4.2 (collectively, the "**Operating Covenants**"), Tenant shall pay to Landlord, as liquidated damages, a penalty equal to Fifty Dollars ($50.00) per day for each day that Tenant is not in full compliance with all of the Operating Covenants, which amounts shall be in addition to (i) any other Rent obligation hereunder, and (ii) all other rights and remedies of Landlord under this Lease.

4.3 Neither Tenant nor any of Tenant's parents, subsidiaries, affiliates, or sister companies, or any other companies that are directly or indirectly owned in whole or in part by Tenant, any Guarantor or any person or entity with an ownership interest in Tenant, shall open, operate, or hold any interest in any other store or establishment under the same name, for any similar or competing business, or otherwise, within a radius of three (3) miles from the Premises (the "**Trade Area**"). Landlord may specifically enforce this covenant, obtain an injunction, or exercise any or all of its other rights or remedies under this Lease if this covenant is violated.

4.4 Within fifteen (15) days after the last day of each month during the term, Tenant shall deliver to Landlord (i) a copy of all of its sales tax reports and returns as delivered or deliverable to the appropriate governmental authorities for that month and (ii) a written statement, setting out the Gross Sales (as defined below) for that month. In addition, within thirty (30) days after the end of each calendar year, Tenant shall deliver to Landlord an annual report of the Gross Sales for that calendar year, certified to be correct by Tenant's chief financial officer, or if an accountant prepared this report, certified to be correct by this accountant. Tenant shall pay to Landlord a fee equal to $100.00 for each month that Tenant does not timely report its Gross Sales to Landlord. The term "Gross Sales" shall mean the total amount, in dollars, of the actual sales price, whether wholly or partly for cash or on credit, and whether wholly or in part by computer, and whether collected or uncollected, of all sales of merchandise and services, and all other receipts of all business conducted in or from the Premises, whether by Tenant or any subtenant, assignee, licensee, concessionaire, or any other person or entity, and even if the merchandise is to be delivered at or from another location, including, without limiting the foregoing, all internet orders received or delivered at or from the Premises, all deposits not refunded to customers, and all orders taken in or from the Premises although said orders may be filled elsewhere.

4.5 Landlord agrees that during the Lease Term, but only for so long as Tenant is open for business, using the Premises for the Exclusive Use (as hereinafter defined) and no Event of Default has occurred, Landlord will not, without Tenant's written consent, hereafter enter into a new lease in the Center with a tenant whose principal permitted use is the operation of a hair waxing and threading studio (the "**Exclusive Use**"). The aforementioned restriction shall not apply to: (i) any existing tenants at the Center, or their successors, assigns or replacements; or (ii) any existing leases at the Center as the same may be renewed, extended, modified or amended (except that no such modification shall grant a tenant the right to engage in the Exclusive Use where such tenant did not previously have that right). In the event of any violation of the Exclusive Use granted herein (an "**Exclusive Use Violation**"), Landlord shall have the right to cure such Exclusive Use Violation within sixty (60) days of receipt by Landlord of written notice of such violation; provided, however, that if such Exclusive Use Violation cannot reasonably be cured by Landlord within sixty (60) days of the Landlord's receipt of written notice of the Exclusive Use Violation, then Landlord

shall be obligated to commence efforts to cure such Exclusive Use Violation within such sixty (60) day period.

5. TERM.

5.1 The Lease Term (also referred to in this Lease as the "**term**") shall commence on the Commencement Date and end at 11:59 P.M. on the last day of the Lease Term as set forth on the Lease Face Pages (the "**Fixed Expiration Date**"). A reference to the "**termination**" of this Lease will mean either its expiration on the Fixed Expiration Date or its earlier termination, and will include its termination later than the Fixed Expiration Date. If Tenant holds over with Landlord's consent and this Lease becomes a month-to-month lease, the "**Lease Term**" or "**term**" will mean the Lease Term, as extended if Landlord permits Tenant to hold over and this Lease becomes a month-to-month Lease. Upon the request of Landlord, Tenant shall execute the Commencement Date Agreement attached hereto as Exhibit "J" setting forth the Commencement Date and Rent Commencement Date. If Tenant takes possession of the Premises before the Commencement Date for construction, for installation of furniture, fixtures, or improvements, or for other purposes, Tenant will be bound by all of the provisions of this Lease with respect to this occupancy, except that Tenant will not be obligated to pay the Monthly Base Rent, the Tenant Expense Reimbursement, or the Promotional Fund Amount until the Commencement Date or Rent Commencement Date, as the case may be.

5.2 Landlord and Tenant are parties to a separate lease agreement dated as of September 23, 2019, with respect to Suite D12 of the Center (as the same may have been otherwise amended from time to time, collectively, the "**Existing Lease**"). From and after the Commencement Date, this Lease shall replace and supersede the Existing Lease.

6. RENT.

6.1 Tenant shall pay Landlord the Monthly Base Rent (as set forth on Lease Face Pages) plus all Additional Rent that is payable monthly under this Lease, in cash, in advance, without deduction or set-offs and without prior demand, on or before the first day of each calendar month during the term of this Lease. If the Commencement Date is not the first day of the month or the expiration date is not the last day of the month, the Monthly Base Rent for that month shall be prorated to reflect the portion of the month during which this Lease was in effect. The Monthly Base Rent shall be abated for a period of forty-five (45) days following the Rent Commencement Date.

6.2 If the Lease Face Pages state that the Monthly Base Rent is to be increased by increases in the CPI, then the Monthly Base Rent payable immediately before this increase shall be multiplied by a fraction, the numerator of which will be the monthly CPI (as defined below) that is published most recently before the commencement of the period for which the increase is being calculated, and the denominator of which shall be the monthly CPI for the month immediately preceding the month in which the Commencement Date occurs, provided that the Monthly Base Rent shall not be reduced and if the CPI has decreased, then the Monthly Base Rent for the new period shall be the Monthly Base Rent payable immediately before the CPI adjustment was to have been made. "**CPI**" shall mean the "**United States City Average, All Items for All Urban Consumers (CPI-U, 1982-84=100)**" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If this index is changed, then the new index will be used with all applicable conversion formulae so that the replacement CPI will be as close as possible to the original CPI. If the publication of the Consumer Price Index of the U.S. Bureau of Labor Statistics is discontinued, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by Landlord shall be used for making such computations.

6.3 All amounts due by Tenant to Landlord under this Lease other than Monthly Base Rent shall be deemed to be "**Additional Rent**." The terms "**Rent**" or "**rent**," as used in this Lease, shall include the Monthly Base Rent and Additional Rent, collectively.

6.4 All Rent shall be paid in cash or, at Landlord's option, by automatic debit as provided in Section 6.6 below, on or before the date on which it is due, to Landlord, or such other person as Landlord may from time to time designate in writing, at Landlord's address set out on the Lease Face Pages, or at such other place or places as Landlord may from time to time designate in writing. All Rent shall be paid to Landlord without any deduction, setoff, or abatement (except such abatement as may be specifically allowed in this Lease). If Tenant fails to pay any Rent on the date on which it is due, to help defray the additional cost to Landlord for processing these late payments, Tenant shall pay to Landlord simultaneously with Tenant's payment of the late Rent, a late charge in an amount equal to ten percent (10%) of this Rent, or twenty-five dollars ($25.00), whichever is greater. In addition, any Rent that is not paid when due shall bear interest at the rate of either (i) 18% per annum or (ii) the highest rate of interest permitted by law, whichever is less, from the date on which the Rent is due, until paid in full. Payment of this late charge and this interest shall not excuse or cure any default by Tenant under this Lease or be construed as a waiver of Landlord's right to enforce any other remedies with respect to any other provisions of this Lease. If Tenant pays any Rent with a check that is returned for non sufficient funds (NSF), then Landlord shall have the right, at its option, in addition to considering this Rent not to have been paid, to require that the NSF Rent payment and all Rent coming due after that date be paid by a cashier's check.

6.5 As part of its Additional Rent payable under this Lease, Tenant shall reimburse Landlord directly, and not as part of the Taxes (as defined below), for any and all sales or use tax or excise tax imposed or levied against any the Monthly Base Rent, the Tenant Expense Reimbursement (as defined below), the Promotional Fund payment, or any other Additional Rent that Tenant must pay to Landlord under this Lease, as well as all taxes on Tenant's furniture, fixtures, equipment, or improvements that may be assessed as part of the taxes on the Premises and Center. This payment shall be made, at Landlord's option, either at the time the Monthly Base Rent, Expense Reimbursement, Promotional Fund payment or other Additional Rent on which the tax is levied is paid, or within ten (10) days after demand by Landlord.

6.6 Notwithstanding anything to the contrary in Section 6.4, Landlord shall have the right, at its option, at the beginning or at any time during the term, to require that all Monthly Base Rent, the Tenant's monthly Promotional Fund (as defined below) payments, the monthly estimated Tenant Expense Reimbursement (as defined below) payments, and all applicable sales taxes, be paid pursuant to an automatic debit arrangement whereby Landlord shall debit these monthly payments from a deposit account of Tenant. At Landlord's option, prior to the commencement of the term, and at any later date, upon request by Landlord, Tenant shall execute all documents required to effectuate this automatic debit arrangement, including, without limitation, the documents attached hereto and made a part hereof as Exhibit "D." Tenant shall maintain sufficient funds in its deposit account described in the executed automatic debit documents to satisfy the Monthly Base Rent, the monthly Promotional Fund payments, the monthly estimated Tenant Expense Reimbursement payments, and the applicable sales taxes, at all times. If Tenant fails to maintain sufficient funds in its account, its account is closed to draws from Landlord, or Landlord otherwise does not receive the full Monthly Base Rent, its monthly Promotional Fund, its monthly estimated Tenant Expense Reimbursement, any applicable sales taxes, or any other amounts due to Landlord by Tenant when due, then Landlord will have all of its rights and remedies under this Lease, including, but not limited to, all of its rights and remedies under Section 6.4 and the default provisions of this Lease, for Tenant's failure to pay the rent when due. Tenant acknowledges that it shall be liable for the payment of all applicable sales taxes with respect to the Rent paid hereunder at the then current sales tax rate.

6.7 Tenant's agreements to pay the Rent under this Lease are covenants independent of Landlord's obligations hereunder.

6.8 In the event that any payment of Rent made by Tenant hereunder is less than the full amount of Rent then due, Landlord shall have the right to apply such payment to the satisfaction of Monthly Base Rent, Tenant's Proportionate Share of the Operating Expenses, Tenant's Proportionate Share of Insurance, Tenant's Proportionate Share of Taxes, late charges due under Section 6.4 hereof, default interest due under Section 6.4 hereof, and any other amount of Additional Rent in such order as Landlord may determine in its sole and absolute discretion. Nothing herein shall be deemed to affect, limit or otherwise modify Landlord's rights and remedies under the Lease following an Event of Default.

6.9 To secure all present and future obligations and indebtedness of Tenant under the Lease, Tenant hereby pledges to Landlord and grants to Landlord a continuing security interest in and to any and all of Tenant's present and future inventory, equipment, machinery, furniture, furnishings, fixtures, goods, merchandise, and other items of Tenant's Property (as hereafter defined), no matter where located, of every type and description, and any and all additions thereto and substitutions or replacements therefor, and all accessories, attachments, and accessions thereto, whether added now or later, and all products and proceeds derived or to be derived therefrom, including without limitation all insurance proceeds and refunds of insurance premiums, if any, and all sums that may be due from third parties who may cause damage to any of the foregoing, or from any insurer, whether due to judgment, settlement, or other process , and all of Tenant's present and future general intangibles in any way related or pertaining to the ownership, operation, use, or collection of any of the foregoing, including without limitation Tenant's account ledgers, books, records, files, computer disks and software, and all rights that Tenant may have with regard thereto. Inventory includes inventory temporarily out of Tenant's possession or custody and all returns on accounts, chattel paper and instruments. Tenant agrees that Landlord shall have all rights with respect to the above referenced collateral that Landlord may have under applicable law.

7. OPERATING EXPENSES, INSURANCE, AND TAXES; PROMOTIONAL FUND.

7.1 As part of its Additional Rent, Tenant shall pay Landlord its Proportionate Share of the Operating Expenses (as defined below), Insurance (as defined below), and Taxes (as defined below) (the Operating Expenses, Insurance, and Taxes are collectively the "**Property Expenses**") with respect to each calendar year or partial calendar year during the Term. Tenant's Proportionate Share of the Property Expenses is the "**Tenant Expense Reimbursement**."

7.2 The term "**Operating Expenses**" means all costs, fees, disbursements and expenses paid or incurred by or on behalf of Landlord in the operation, ownership, maintenance, insurance, lighting, management, replacement and repair of Common Areas and other portions of the Property (excluding Insurance and Taxes). Operating Expenses shall include, without limitation, the cost of providing electricity, water, sewerage services, and any other utility services to the Common Areas and the other portions of the Property that are not leased to or available for lease to a tenant, the cost of operating, maintaining, repairing, and replacing the parking lot (including the costs of restriping and resurfacing), gardening and landscaping, painting, façade maintenance, exterior lights, and other costs and expenses of landscaping, cleaning, painting, and otherwise maintaining, repairing, and replacing the Common Areas and the roof, mechanical systems, exterior, and other portions of the Center and the buildings and improvements that form a part of it, the cost of performing the Landlord's Repairs (as defined below), an annual reserve to be used for capital improvements, structural repairs and replacements, sanitary control, trash, rubbish, garbage and other refuse removal and services, management fees, security systems and services (provided that Landlord is not required to provide these systems or services, and Tenant is responsible for its own security), sweeping and janitorial services, maintenance and repair of sidewalks, curbs, and Center signs, sprinkler systems, lighting, maintenance and repair of fire protection systems, storm drainage systems, the reasonable cost of marketing and/or promoting the Center for the benefit of the tenants, the wages, salaries, and benefits of the personnel employed by Landlord to implement these services (prorated

to reflect the amount of time spent with respect to the Center if they are not on-site at the Center), and any governmental imposition or surcharge imposed upon Landlord or assessed against the Center, plus an administrative fee of ten percent (10%) of the Operating Expenses described above. Nothing contained in this Article 7 shall obligate Landlord to provide any of the items described above. However, "**Operating Expenses**" shall not include costs of alterations of the premises of tenants of the Center, depreciation charges, interest and principal payments on mortgages, ground rental payments, real estate brokerage and leasing commissions, expenses incurred in enforcing obligations of tenants of the Center, salaries and other compensation of executive officers of the managing agent of the Center senior to the Center manager, costs of any special services provided to any one tenant of the Center but not to tenants of the Center generally, and costs of marketing or advertising the Center for the purpose of obtaining tenants.

7.3 The term "**Insurance**" means the aggregate amount of insurance premiums for all insurance maintained with respect to the Center and its operations, including, without limitation, special form fire and other casualty insurance and flood insurance for all buildings and improvements forming part of the Center, hurricane coverage, loss of rents insurance, commercial general liability insurance covering the Common Areas and the other parts of the Center, errors and omissions insurance, extended windstorm coverage, environmental coverage, and other all insurance that is maintained, plus an administrative fee equal to ten percent (10%) of all such insurance premiums. Landlord shall have absolute discretion as to the types of coverage and the limits of each policy of insurance maintained with respect to the Center and its operations.

7.4 The term "**Taxes**" means all state, city, county, and district ad valorem taxes, taxes in the nature of ad valorem taxes, water and sanitation charges, and all other assessments, forced contributions and other governmental charges, general and special, ordinary and extraordinary, foreseen or unforeseen, of every kind and nature whatsoever, which may be levied, assessed, or imposed upon the Center, or the rents derived from the Center, as well as all state, city, county, and district taxes, assessments and governmental charges that are not ad valorem taxes or in the nature of ad valorem taxes but that are assessed or imposed on the Center, whether ordinary or extraordinary, foreseen or unforeseen, general or special, of any nature or kind, in each case before they become delinquent, plus an administrative fee of ten percent (10%) of the Taxes. The Taxes will not include income taxes, franchise taxes, inheritance taxes, or estate or gift taxes unless they are imposed in substitution for or in lieu of ad valorem taxes or taxes in the nature of ad valorem taxes. Taxes for the first and last years of the term shall be prorated between Landlord and Tenant as of commencement date and termination date of this Lease. In addition, if the Center is not separately assessed, but is assessed with other property, then (i) the portion of the jointly assessed Taxes attributable to the Property will be equitably apportioned by Landlord based on the respective valuations of the land and the improvements included in the respective portions of the tax parcel, and (ii) Landlord's reasonable and good faith determination of these valuations and this apportionment will be conclusive and binding on Tenant. Should Landlord contest any Taxes, then the "**Taxes**" shall include all costs and expenses incurred by Landlord with respect to such contest, including reasonable attorneys' fees (the "**Contesting Costs**"). Should any taxes or assessments be reduced as a result of such contest, then Tenant's Proportionate Share of taxes and assessments due for the corresponding period shall be based on the reduced charges plus the Contesting Costs.

7.5 Throughout the term, Landlord will have the right, at its option, to estimate the amount of the Tenant Expense Reimbursement for each calendar year and partial calendar year. When Landlord gives Tenant notice of this estimate, Tenant shall pay to Landlord the monthly amount of this estimate (1/12 of an annual estimate), monthly, in advance, along with Tenant's payment of Monthly Base Rent. If Landlord changes its estimate for a year, Tenant will begin paying the revised estimate with the first payment after it receives Landlord's notice of the changed estimate, and when Landlord gives Tenant notice of a new estimate for an upcoming year, Tenant will begin paying the new estimated amount along

with the first rent payment for that year. Landlord's estimate of the monthly Tenant Expense Reimbursement for the calendar year in which this Lease begins is set out on the Lease Face Pages. Notwithstanding anything to the contrary contained herein, the monthly Tenant Expense Reimbursement for the Lease Term shall not be less than the estimated amounts set out on the Lease Face Pages.

7.6 If Landlord has required Tenant to pay estimated amounts on account of the Tenant Expense Reimbursement during a year, then within a reasonable time after the end of that year (but no later than 180 days after the end of that year), Landlord will deliver to Tenant a statement showing the actual Operating Expenses, Insurance, and Taxes for that year and Tenant's Proportionate Share of those amounts (this statement is the "**Annual Statement**"). Within 10 days after Tenant receives the Annual Statement, Tenant shall pay Landlord all amounts by which the actual amount of the Tenant's Proportionate Share of the Property Expenses with respect to that year as shown on the Annual Statement exceeds the estimated amounts paid by Tenant during that year. If the Annual Statement shows that the estimated amounts paid by Tenant during that year exceed the actual amounts due, and provided that Tenant is not then in default under this Lease, Landlord shall credit the amount of the overpayment to the monthly estimated payments of the Tenant Expense Reimbursement, and if this Lease terminates before the credit satisfies the overpayment fully, and provided that no amounts are then due by Tenant to Landlord and Tenant has vacated the Premises leaving them in the condition required in this Lease, Landlord will refund to Tenant the uncredited overpayment amount on demand by Tenant. All determinations as shown on the Annual Statement shall be presumed to be correct. Notwithstanding Landlord's estimate of the Property Expenses, and Tenant's payment of monthly estimated amounts as provided above, Landlord will retain the right to present Tenant from time to time with an invoice for Tenant's Proportionate Share of an amount that is part of the Property Expenses, but that has not been included in the estimated amounts paid monthly for that year or on the Annual Statement, if one has already been presented for that year, and in that event, Tenant will pay this invoiced amount within 15 days after its receipt of this invoice. In the event of any inspection or audit by Tenant of Landlord's books and records relating to the Annual Statement, such inspection or audit shall be conducted solely by Tenant, and no third party shall have any right to conduct, perform, review or otherwise participate in such inspection or audit. The obligations of Landlord and Tenant under this Section shall survive the termination of this Lease.

7.7 Tenant's "**Proportionate Share**" as set out on the Lease Face Pages has been calculated by dividing (i) the Floor Area of the Premises, by (ii) the square footage (determined in the same way that the Floor Area is determined as set out in Section 2.2 above) of all In-Line Space (as defined below) in the Center on the Lease Date. If the Floor Area of the Premises or the In-Line Space of the Center changes during the term of this Lease, then the Tenant's Proportionate Share will be re-calculated so that it reflects Tenant's actual proportionate share of the In-Line Space. The term "**In-Line Space**" means the space in the Center (i) that is not Anchor Space, and (ii) that is leased to and occupied by tenants that are not Excluded Tenants (as those terms are defined below). The term "**Anchor Space**" means a premises of 10,000 leasable square feet or greater. The term "**Excluded Tenant**" means a tenant that is not required to share fully in the payment of Property Expenses, regardless of the total square footage occupied by such tenant. To the extent that any such Excluded Tenant does contribute toward the Property Expenses, that contribution will be subtracted from the total Property Expenses before Tenant's Proportionate Share of the Property Expenses is calculated.

7.8 Notwithstanding anything to the contrary contained in this Lease, Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business, and the Landlord shall not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The

relationship of the parties during the term of this Lease shall at all times be solely that of Landlord and Tenant.

7.9 Landlord has established, or will establish, a promotional fund ("**Promotional Fund**") for the benefit of the Center. As Additional Rent, commencing on the Commencement Date, Tenant shall pay Landlord the Monthly Promotional Fund Amount set forth on the Lease Face Pages, or such other amount reasonably determined by Landlord, in equal monthly installments, in advance on the first day of each month. If the Commencement Date or expiration date of this Lease is not the first day of the month, the Monthly Base Rent for that month shall be prorated to reflect the portion of the month during which this Lease was in effect. The failure of any other tenant of the Center to contribute to the Promotional Fund shall in no way release Tenant from its obligations hereunder. In lieu of the Promotional Fund, Landlord may establish a merchants' association for purposes which shall include promotion of the Center, and if so, Tenant agrees to maintain membership in such an association at all times and to pay the reasonable dues and assessments required by such association.

8. SECURITY DEPOSIT.

8.1 Landlord acknowledges that it has received from Tenant, subject to clearance if by check, a security deposit in the amount set out on the Lease Face Pages (the term "**Security Deposit**" will mean the amount received from Tenant, as this amount is diminished and replenished from time to time in accordance with this Article), and Tenant hereby grants Landlord a security interest in this Security Deposit to secure the full payment of rent and performance of all other obligations by Tenant under this Lease. No interest will accrue on the Security Deposit, and Landlord will not be required to keep the Security Deposit in a separate account but may commingle the Security Deposit with Landlord's own funds. If Tenant fails to perform any of its obligations under this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit to perform the obligation or to compensate Landlord for any loss caused by the default. If Landlord uses, applies, or retains any of the Security Deposit as permitted in this Article, then Tenant will immediately deliver to Landlord the amount necessary to restore the Security Deposit to its original amount. Tenant hereby waives the benefit of any law that requires that the Security Deposit be held in escrow or by a third party. On the termination of this Lease, and provided that Tenant has complied with all of its obligations and returned the Premises and all keys to the Premises to Landlord in the condition required in this Lease, Landlord will return the remainder of the Security Deposit to Tenant. If Landlord's interest in the Premises is sold or otherwise transferred, Landlord may deliver the Security Deposit to the buyer or transferee and thereby be relieved from all obligations and liability with respect to the Tenant for the return of the Security Deposit. Tenant shall not have the right to apply the Security Deposit to the last month's rent.

8.2 Landlord and Tenant acknowledge that Tenant previously paid certain amounts to Landlord as prepaid rent under the terms of the Existing Lease (the "**Prepaid Rent**"). Landlord shall retain a portion of the Prepaid Rent equal to $10,000.00 to be held as the Security Deposit under the terms of this Lease. The remaining portion of the Prepaid Rent shall be returned to the Tenant.

9. UTILITIES.

9.1 Landlord is supplying no natural gas, heat, light, power, sewerage service, telephone, water, refuse disposal or other utilities or similar services to Tenant or the Premises. Tenant shall obtain all of these utilities and similar services directly from the utility company or other service companies that supply these utilities and services to the general public and shall pay all connection fees, deposits, bills, and charges to this supplier as and when billed. Landlord shall not be liable for, and Tenant waives all claims against Landlord for, any lack of or interruption in these utilities and services. However, if the water or any of the other utility services are not separately metered to the Premises or if any

services such as refuse disposal services are provided by Landlord to the Premises and other space in the Center, then (i) Landlord will determine Tenant's proportionate share of the jointly metered utility services or these other services based on Landlord's reasonable determinations or other reasonable methods of apportionment, (ii) Landlord's reasonable and good faith determination of Tenant's proportionate share of the charges for these utility or other services will be conclusive and binding on Tenant, and (iii) Tenant will pay its proportionate share of the charges for these utilities and other services to Landlord from time to time, in each case within ten (10) days after receiving an invoice for these charges from Landlord, accompanied by a statement of the aggregate amount of the charges for the utilities or other services for the period covered by the invoice and the method by which Landlord determined Tenant's proportionate share of these charges.

9.2 If Landlord provides Tenant or the Premises with water, a garbage disposal service, or any other utilities or services, Landlord will have the right to stop any of these utilities or services that Landlord may provide to the Premises when necessary (i) by reason of accidents or for repairs, alterations, replacements or improvements which are considered necessary or desirable by Landlord for as long as may be necessary or (ii) by reason of strikes, laws, orders, regulations, unavailability or other factors beyond the control of Landlord. No such interruption or cessation of any utilities or other services, whether or not provided by Landlord, and no defects or deficiencies in the mechanical systems of the Center (even if outside the Premises) shall cause Landlord or Landlord's property manager to be liable for damages to Tenant or its assignees, subtenants, or licensees, or shall relieve Tenant of any of its obligations under this Lease, except that if Landlord is providing the utility or other services, if lack of these utilities or other services makes the Premises unusable for the Permitted Use for more than three (3) consecutive business days, if Tenant does not use the Premises during this period, if restoration of these utilities or other services is within Landlord's reasonable control, and if Landlord is not using its reasonable efforts to restore these utilities or other services, then Tenant will be entitled to an abatement of the Monthly Base Rent during the period after the 3rd business day during which the lack of these utilities or other services makes the Premises not usable for the Permitted Use, Tenant is, in fact, not using the Premises, and Landlord is not proceeding with reasonable diligence to restore the utilities or other services. This rent abatement will be Tenant's sole remedy with respect to Landlord or its property manager for an interruption of or lack of utilities or other services that Landlord is providing to the Premises. Tenant will notify Landlord immediately (this notice may be oral and given to Landlord's property manager, but shall be followed up by prompt written notice) upon learning of any interruption or cessation of any utilities or other services provided to the Premises by Landlord, and will be responsible for any loss or damage caused by its failure to give this notice. Notwithstanding anything to the contrary in this Article, Landlord shall not be deemed or construed to be providing to Tenant or the Premises any utilities that are separately metered to the Premises or for which Tenant otherwise pays directly to a service provider other than Landlord.

9.3 Tenant will not install any equipment which will exceed or overload the capacity of any utility facilities. If any equipment installed by Tenant requires utility facilities that are not part of the Premises on the Lease Date, these additional utility facilities shall be installed by Tenant at Tenant's expense in accordance with plans and specifications that must be approved in advance by Landlord and otherwise in accordance with Article 11 and Exhibit "I."

9.4 Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Premises. Furthermore, Landlord specifically reserves the right to require Tenant, or any other tenant in the Center, to pay for trash removal services directly to the company or entity supplying same, and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

10. COMMON AREAS.

10.1 During the Term, Tenant and its employees, customers, and other invitees, will have the non-exclusive use, in common with Landlord, the other tenants of the Center and their employees, customers, and invitees, and all others to whom Landlord grants this right, of the parking areas, driveways, sidewalks, access ways, and other areas within the Center designated by Landlord from time to time as being for the common use and benefit of the tenants, customers, and other visitors of the Center (the "**Common Areas**"), subject expressly, however, to the terms and conditions of this Lease and to the rules and regulations promulgated by Landlord from time to time for the use of these Common Areas.

10.2 In using the Common Areas, Tenant will not impede the use of the Common Areas by Landlord or the other tenants, or any of their respective employees, customers, or other invitees, and Tenant will use its best efforts to prevent its employees, customers, and invitees from (i) loitering in the Common Areas; (ii) using the Common Areas for any use other than their intended purpose; or (iii) disturbing the employees, customers or invitees of any other tenant of the Center.

10.3 Landlord will have exclusive control and management over the Common Areas and will have the right, from time to time, at its option, to establish rules and regulations with respect to the use of the Common Areas, to close permanently or temporarily any portion of the Common Areas, to require that employees park only in designated areas, to reserve parking spaces for any tenant or tenants, and to increase, reduce, reconfigure, or change the Common Areas in any way Landlord determines to be necessary or desirable. Landlord will have no liability to Tenant for any closure, increase, reduction, reconfiguring, or other change in the Common Areas, provided, however, that Landlord will not permanently close so much of the Common Areas that the Common Areas remaining are not sufficient provide Tenant and its employees, customers, and other invitees with reasonable access to the Premises or to provide the Center with at least the number of parking spaces that are required by law for the permitted uses of its tenants. Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles.

10.4 Without limiting Landlord's rights as set out in Section 10.3 above, if Landlord exercises its right to require that employees park in designated areas, then Tenant shall take the steps necessary to require Tenant's principals, employees and other persons that work in the Premises to park their cars only in those portions of the parking areas that have been designated for that purpose by Landlord. If Tenant or any of Tenant's principals, employees, or other persons that work in the Premises has violated this provision on two (2) occasions in any twelve (12) month period during the term of this Lease, and provided that Landlord has given Tenant notice of this violation on each of these occasions, then throughout the remainder of that twelve (12) month period, Tenant shall pay Landlord Twenty Dollars ($20) per day per car that violates this provision, and Landlord, also at its option, may have the car towed at Tenant's cost and expense.

10.5 As used herein, during the Lease Term, the term "**Center**" shall be deemed to be limited to the real property then currently owned by Landlord. Landlord shall have the right, at its sole discretion at any time during the Lease Term, and without Tenant's consent, to subdivide all or any portion of the Center into multiple lots of record, and to sell all or any portion of the Center to a third party.

11. TENANT'S ALTERATIONS AND IMPROVEMENTS; TENANT'S PROPERTY.

11.1 Tenant will not make any alterations, additions, or improvements to the Premises or any of Tenant's Improvements (as defined below) without first obtaining Landlord's written consent, which consent will not be unreasonably withheld (the term "**Tenant's Improvements**" refers to any alterations, additions, or improvements that Tenant may make to the Premises during the term, including, without limitation, fixtures and equipment that are attached to the Premises in such a fashion as to become component

parts of the Premises, such as heat ventilating, and air conditioning ("**HVAC**"), lighting, electrical, or plumbing fixtures). However, Landlord will have the right to withhold its consent in its sole discretion if the requested Tenant's Improvements (i) will cost more than $5,000 in the aggregate, or (ii) will, in Landlord's reasonable judgment, (x) affect the exterior appearance, or the exterior walls, foundation, roof or other structural portions, or the heating, ventilating, air conditioning, plumbing, electrical, or other mechanical systems of the Premises, or (y) reduce the value, marketability, or usefulness of the Premises (improvements described under (i) or (ii) are "**Major Improvements**"). Although Tenant's Improvements will be Tenant's property during the term, they will be considered part of the Premises for purposes of Tenant's indemnification, waiver, maintenance, repair, replacement, use and other obligations in this Lease. Without limiting the generality of this provision, Tenant shall not penetrate the roof of the Premises without Landlord's prior written consent, and Tenant shall be responsible for all roof leaks caused by any such penetration even if Tenant has obtained Landlord's prior written consent to the penetration.

11.2 All Tenant's Improvements shall be made at Tenant's expense, shall be made by duly licensed contractors and subcontractors that have been approved by Landlord in advance (Landlord will not unreasonably withhold its approval), shall be constructed in a good and workmanlike manner and in accordance with all Laws, and shall be consistent with the architectural, electrical and mechanical design, installation and construction of the Premises. Tenant shall not begin any Major Improvements until all plans and specifications (or drawings if Landlord does not require plans and specifications) for the Major Improvements have been reviewed and approved by Landlord. Before beginning any Tenant's Improvements, Tenant shall obtain and provide Landlord with a copy of all permits, approvals and certificates required by governmental bodies or agencies, and upon completion, Tenant shall obtain and provide Landlord with a copy of all required certificates of occupancy or final approval. If required by Landlord and if Tenant's Improvements will cost more than $25,000, in the aggregate, Tenant shall provide Landlord with a performance and statutory bond complying with Georgia law, and naming Landlord as a co-obligee. While constructing Major Improvements, Tenant shall carry, or cause Tenant's contractor and subcontractors to carry, workmen's compensation insurance covering all persons employed, directly or indirectly, in connection with any work performed, as well as builder's risk insurance and other construction-related insurance required in Exhibit "I" and otherwise reasonably required by Landlord, and Tenant and its contractors and subcontractors shall satisfy Article 17 with respect to Tenant's liability and property damage insurance.

11.3 Neither Tenant nor anyone claiming by, through or under Tenant shall place or permit to be placed any mechanic's or other lien, claim, or encumbrance of any kind or character on the Premises or Landlord's or Tenant's interest in the Premises by reason of work claimed to have been performed for, or for materials claimed to have been furnished to Tenant or any other occupant of the Premises. Tenant shall cancel any such lien, claim, or encumbrance by, bonding or otherwise, within ten (10) days after receiving notice of the lien, claim, or encumbrance. If Tenant fails to cancel this lien, claim or encumbrance within this ten (10) day period, then in addition to and not in lieu or limitation of Landlord's other default rights and remedies under this Lease, Landlord will have the right to cancel it by paying the amount claimed or by bonding, all at Landlord's option, and if Landlord elects to obtain this cancellation, Tenant will reimburse Landlord for all costs and expenses of obtaining the cancellation, plus 15% of these costs and expenses to pay Landlord's administrative expenses. Notice is hereby given that no contractor, subcontractor or anyone else that may furnish any materials, services or labor to the Premises is or shall become entitled to any lien on the Premises or Landlord's interest in the Premises. Landlord shall have the right to record any and all notices with respect to liens and Tenant's work in or about the Premises in the public records of the County in which the Premises are located, including, without limitation, notices stating that Tenant has no right or power to subject the interest of Landlord in the Premises or the Premises themselves to any mechanics' or materialmen's lien or liens of any kind and that all persons who may hereafter, during the term of this Lease, furnish work, labor, services or materials to the Premises, or any portion of the Center at the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to Tenant and not to Landlord for payment. Without limiting the

generality of the foregoing, Tenant acknowledges and agrees that (a) any improvements to the Premises to be performed by Tenant or any person claiming by, through, or under Tenant are being performed at Tenant's desire only, and (b) although Landlord may consent to said improvements, Landlord in no way requires that said improvements be completed unless it is specifically provided herein that said improvements are required by Landlord as a condition to this Lease and that Tenant shall be in default for failure to complete same, and (c) Landlord's requirement that Tenant open for business shall not be deemed as a requirement to complete any of Tenant's improvements, and (d) Tenant is not in any way acting as Landlord's agent as to said improvements, and Landlord shall not be deemed to have received any notices to Tenant unless Landlord shall have actually received a copy of said notice directly from the notifying party. Tenant shall give notice of the provisions of this Article in advance to any and all contractors, subcontractors, or other persons or entities that may furnish any materials, services or labor to or for the Premises and to all other parties contracting with Tenant or any person claiming by or through Tenant who may otherwise claim potential lien rights against the Premises.

11.4 All unattached and movable partitions, trade fixtures, equipment, furniture, and other personal property located in the Premises ("**Tenant's Property**") as well as all Tenant's Improvements, shall be owned and insured by and taxed to Tenant during the term. At the termination of this Lease, all Tenant's Improvements shall automatically become Landlord's property without any obligation on the part of Landlord to reimburse Tenant or any other person for them. However, if prior to such termination or within 10 days after the termination date, Landlord notifies Tenant that it does not elect to become the owner of any or all of Tenant's Improvements and that it elects that Tenant remove any or all of Tenant's Improvements (Tenant's Improvements so designated are the "**Designated Improvements**"), then the Designated Improvements will not become Landlord's property, and Tenant shall immediately remove the Designated Improvements, and restore all damage caused by their construction, attachment, and removal. Tenant shall also remove all of Tenant's Property from the Premises and shall repair and restore all damage caused by its maintenance, attachment, operation, or removal, on or before the termination date of this Lease.

11.5 If Tenant fails to remove any of Tenant's Property or any of the Designated Improvements within the time period specified above, then this Tenant's Property or these Designated Improvements will be conclusively deemed to have been abandoned, and at Landlord's option, either (i) Landlord may remove and dispose of any or all of Tenant's Property or the Designated Improvements, and Tenant will pay the costs of this removal and disposition, plus 15% of these costs as administrative fees, within 5 days after demand from Landlord, or (ii) any or all of Tenant's Property or the Designated Improvements shall be deemed to have become Landlord's property, without any obligation on the part of Landlord to compensate Tenant or any other person for them.

11.6 Without limiting the generality of the foregoing, all of Tenant's exterior signs and interior signs that can be seen from the exterior of the Premises shall be subject to Landlord's prior written approval and shall constitute Tenant's Improvements in accordance with this Article, Article 14, Exhibit "F," Exhibit "I," and the other provisions of this Lease.

12. PREMISES MAINTENANCE AND REPAIRS.

12.1 Throughout the term, except for Landlord's Repairs (as defined below), Tenant, at Tenant's expense, shall perform all maintenance, repairs, and replacements necessary or desirable to keep the Premises and all of Tenant's Improvements and Tenant's Property safe, in compliance with all Laws, clean and sanitary, and in good order, condition and repair. Without limiting the generality of the foregoing, Tenant, at Tenant's sole cost, (i) will perform all necessary or desirable maintenance, repairs, and replacements to all electrical wires and lines, plumbing, gas, water and sewerage facilities, backflow preventer, conduits, ducts, and utility meters in the Premises or serving the Premises exclusively, all fixtures and interior walls, including all interior systems, appliances and equipment as well as all exterior systems,

appliances, and equipment installed by Tenant or by Landlord at Tenant's request, and all HVAC and other air handling, air conditioning and heating units and equipment, whether located inside or outside of the Premises but serving the Premises (including, but not limited to all compressors or other HVAC equipment located on the roof of the Center or behind the Center that serves the Premises exclusively), as well as all other mechanical systems that serve the Premises exclusively, (ii) will perform all necessary or desirable maintenance, repairs, and replacements to all doors (including truck dock doors), door frames, floors, floor coverings, security bars or grills, ceilings, ceiling tiles, walls, windows, window sash, casements, and frames, signs (all interior signs, as well as all exterior signs installed by Tenant or by Landlord on behalf of Tenant), and (iii) will perform all necessary maintenance, repairs and replacements to all glass storefronts, skylights, door glass, glass windows and other glass in the Premises (without limiting the generality of this obligation, Tenant shall promptly replace all glass broken on the exterior or interior of the Premises with glass of the same kind, size, and quality), in all cases, regardless of the cause, and regardless of who installed or owns these parts of the Premises, and with Tenant being obligated to maintain insurance for casualty damage to these portions of the Premises. Throughout the term, as provided in Exhibit "E," Tenant shall maintain in effect a contract with a service company acceptable to Landlord for the maintenance of the HVAC equipment, and shall provide Landlord with a copy of this contract from time to time, on request by Landlord. Tenant, at its sole expense, shall also keep all of Tenant's Improvements and Tenant's Property in good condition, appearance, and repair, and will keep the Premises and the sidewalks in front of the Premises clean, free of rubbish and trash, and in a first class condition and appearance throughout the term.

12.2 Throughout the term, Tenant, at its expense, shall also keep and maintain the Premises in compliance with all Laws, and without limiting the generality of that obligation, Tenant shall perform all maintenance, repairs, and replacements necessary or desirable to keep Premises at all times in accordance with all directives, rules and regulations of the State Health Officer, State Fire Marshal, City Building Inspector, Health Unit and other governmental authorities with jurisdiction over the Premises and with all other Laws. However, Tenant will not be required to make structural changes unless they are required by (i) Tenant's use, (ii) any act or negligence of Tenant or any sublessees, assigns, licensees, or other occupants of the Premises, or their respective employees, agents, invitees, licensees, or contractors, or (iii) any Tenant's Improvements or other alterations or modifications or Tenant's Property. Without limiting Tenant's obligation to keep and maintain the Premises in accordance with all Laws, before it opens for business, and thereafter, as necessary, Tenant, at its sole cost and expense, shall make all alterations, modifications, and improvements necessary to place the Premises in full compliance with the Americans With Disabilities Act and any and all regulations promulgated thereunder, and Tenant shall keep the Premises and, all of Tenant's Improvements, in full compliance with the Americans With Disabilities Act at all times during the term.

12.3 Within a reasonable time after receiving notice from Tenant of the need for these repairs, Landlord will repair when necessary the roof and structural portions of the Premises and all utility lines serving the Premises from the point at which they leave the care of the public utility to the point at which they serve the Premises exclusively, excluding (i) repairs to glass storefronts, skylights, doors and windows, (ii) repairs to any storefront installed by Tenant or otherwise to Tenant's Improvements or Tenant's Property; (iii) the repair of any damage to the roof or structural portions of the Premises or to the utility lines for which Landlord is otherwise responsible if this damage was caused by any act or negligence of Tenant or its sublessees, assigns, licensees or any other occupant of the Premises, or their respective employees, agents, invitees, licensees, or contractors, or (iv) any part of the roof or structural portions of the Premises or the utility lines for which Landlord is otherwise responsible that have been altered by Tenant or its sublessees, assigns, licensees or any other occupant of the Premises, or their respective employees, agents, invitees, licensees or contractors or that have been affected by Tenant's Improvements or Tenant's Property (the term "**Landlord's Repairs**" refers to the repairs that Landlord is obligated to perform under this sentence). Landlord will not be required to

perform Landlord's Repairs until it has received notice from Tenant of the need for Landlord's Repairs, and Tenant will be responsible for all delays in giving this notice. If Tenant or its sublessee, assign, or licensee, or any of their respective employees, agents, invitees, licensees or contractors damages or alters any part of the roof or the structural portions of the Premises or the utility lines for which Landlord is otherwise responsible, then Tenant, not Landlord, shall be liable and responsible for all repairs to the portion of the roof and structural elements or the utility lines so altered or, if Landlord elects, in its discretion, to perform this work, Tenant shall reimburse Landlord for its costs, plus 15% of the cost of this work as administrative expenses, within ten (10) days after Landlord's invoice for this work. Notwithstanding the foregoing, the Landlord shall not be liable for any non-structural damages done or occasioned by or from plumbing, gas, steam or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, wash stand, water closet or waste pipe in, above, upon or about said demised premises, nor for damage occasioned by water being upon or coming through the roof, skylight or trap door, nor for any damage arising from acts of negligence of co-tenants or other occupants of the same building of which the Premises forms a part, or any owners or occupants of adjoining or contiguous property, unless such damage is occasioned by the negligence of the Landlord or its agents, or by failure of the Landlord to make Landlord's Repairs required under the terms hereof.

12.4 As part of, and without limiting the generality of Tenant's maintenance, repair, and replacement obligations set out above, Tenant shall satisfy the Equipment Requirements set out on Exhibit "E," which is attached hereto and made a part hereof.

13. COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS. Throughout the term of this Lease, Tenant, at Tenant's expense, shall promptly comply with all present and future Laws with respect to its business and operations at the Premises and, as more fully provided in Article 12 above, with respect to the condition of the Premises. Without limiting the generality of the foregoing, Tenant shall comply at its expense with the Americans With Disabilities Act. Tenant shall also comply at its expense with all orders, rules and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters, and any other body or bodies exercising similar functions, which may be applicable to the Premises or to Tenant's business and operations in the Premises.

14. SIGNS. Tenant shall place no signs on the storefront or exterior of the Premises or on the inside of the Premises (if these signs are visible from the exterior of the Premises) without Landlord's prior consent to the size, location, design, and method of attachment of these signs, and Landlord's consent may be withheld by Landlord in its sole discretion. However, Tenant shall be obligated to install at its expense on the building facia above the storefront of the Premises a sign that has been approved by Landlord as provided below and that is in accordance with Landlord's sign criteria, which is attached hereto and made a part hereof as Exhibit "F" (the "**Sign Criteria**") and with Section VI of Exhibit "I," which sign shall state Tenant's Trade Name and logo only. Before the commencement of the term, Tenant shall provide to Landlord, for its approval, elevations, drawings and specifications showing and describing the sign that Tenant will place on the building facia above the storefront and all other signs that it intends to place on the exterior of the Premises or inside the Premises if these signs are visible from the exterior of the Premises (these elevations, drawings and specifications are the "**Sign Plans**"). Tenant will promptly make all changes to the Sign Plans that are necessary to obtain Landlord's approval (the term "**Sign Plans**" means the elevations, drawings and specifications showing and describing the Tenant's signs, modified as necessary to obtain Landlord's approval). Landlord will not unreasonably withhold its approval with respect to the design of Tenant's signs, but Landlord may designate the location and size of signs that are on the exterior of the Premises in its sole discretion. The sign that Tenant installs on the building facia above the storefront of the Premises and all other signs that Tenant installs shall be in accordance with the Sign Plans, Exhibit "F," and Section VI of Exhibit "I." All signs placed or erected by Tenant on the interior or exterior of the Premises, including all pylon signs that Landlord may permit Tenant to erect, will be part of the Tenant's Improvements and installed in accordance with all Laws and otherwise in accordance with Article 11, Exhibit "F," and

Section VI of Exhibit "I" and with the Sign Plans that Landlord has approved, and will be governed by Article 11, Exhibit "F," Exhibit "I," and the other provisions of this Lease. Tenant will keep all of Tenant's signs, whether inside or outside the Premises, in good order, condition, and repair at its sole expense. As in the case of the other Tenant's Improvements, Landlord makes no representation or warranty as to Tenant's ability to erect or install any signs under current or future Laws, and Landlord's approval of Tenant's Sign Plans will not be deemed or construed to be a representation or warranty by Landlord that Tenant has the right to install or maintain its signs in the locations shown on the Sign Plans under current or future Laws. In the event that Landlord offers to Tenant the right to install a sign on a sign panel located on the Center's pylon sign, Tenant shall have the right, at its option, to install a sign on such sign panel subject to the following conditions: (i) Tenant shall pay to Landlord a monthly rent for such sign panel equal to $100.00 (the "**Sign Rent**"), which Sign Rent shall be due and payable to Landlord on the same day that Monthly Base Rent is due hereunder; and (ii) Tenant shall install such sign at its sole cost and expense and in accordance with all terms and conditions set forth in this Article 14. Landlord's offer to Tenant to install a sign on the sign panel (the "**Sign Offer**") shall be deemed to be withdrawn in the event that Landlord has not received Tenant's written acceptance of the Sign Offer within ten (10) days of the date of the Sign Offer. Notwithstanding the foregoing, (i) nothing contained in the foregoing shall be deemed to constitute a representation or guarantee that any such sign panel is currently available or will become available during the Term of this Lease; and (ii) Landlord shall not be obligated to extend a Sign Offer to Tenant at any time during the Term of this Lease regardless of whether any such sign panel is available.

15. CASUALTY.

15.1 If the Premises (excluding Tenant's Improvements) are destroyed or damaged by fire or other casualty ("**Casualty**") to such an extent that the damage or destruction cannot be repaired or restored within 120 days, or if the Center is damaged or destroyed by Casualty to the extent of 50% or more of its replacement cost, then Landlord shall have the right to terminate this Lease by notice to Tenant given within 30 days after the date of the Casualty. If the Premises (excluding Tenant's Improvements) are damaged or destroyed by a Casualty to such an extent that they cannot be used for the Permitted Use, if the damage or destruction cannot be restored to an extent that permits the Permitted Use within 120 days, if Tenant did not cause the Casualty, and if the Casualty occurred during the last 2 years of the term (or if the term was initially 5 years or less, the last 18 months of the term), then Tenant will have the right to terminate this Lease by notice to Landlord given within 30 days after the date of the Casualty. If the Premises are damaged by Casualty, but either the damage can be restored within 120 days, or if restoration will take longer than 120 days, this Lease is not terminated under the first two sentences of this Section, then Landlord will repair the damage or destruction to the Premises (excluding the Tenant's Improvements) within a reasonable time after the Casualty to the extent of the insurance proceeds that it receives for this purpose, and as soon as Landlord delivers the restored Premises to Tenant, Tenant will promptly restore the Tenant's Improvements (Tenant's work will be in accordance with Article 11, Exhibit "I," and the other provisions of this Lease) and Tenant's Property and re-open for business. Notwithstanding anything to the contrary in this Section, Landlord is not obligated to repair or restore Tenant's Improvements or Tenant's Property, and the Premises shall not be considered unusable by reason of the fact that Tenant's Improvements or Tenant's Property has not been repaired, restored, or replaced. Notwithstanding anything to the contrary set out above, Landlord shall not be obligated to spend any amounts on restoration or repairs that exceed the amount actually recovered by Landlord for that purpose from Landlord's insurance, and Landlord will not be obligated to begin its restoration work until it has receive insurance proceeds sufficient for that purpose.

15.2 If the Premises (excluding Tenant's Improvements) are damaged or destroyed by a Casualty to such an extent that all or a substantial portion of the Premises cannot be used for the Permitted Use, if this Lease is not terminated as provided in 15.1 above by reason of the Casualty damage, and if the Casualty was not caused by Tenant, the Monthly

Base Rent shall be abated in proportion to the portion of the Premises (excluding the Tenant's Improvements) that was made unusable by the Casualty from the date of the Casualty until the earlier of (i) the date on which Landlord's restoration work under Section 15.1 has been completed to a sufficient extent to permit Tenant either to re-open that space for business or to begin the restoration of the Tenant's Improvements, or (ii) the date on which Tenant opens for business in that portion of the Premises.

15.3 If this Lease is terminated as provided in Section 15.1 by reason of a Casualty, then the termination will be effective as of the date of the Casualty if the Casualty has caused the Premises to be unusable for the Permitted Use, or if the Premises are still usable after the Casualty but other parts of the Center have been damaged, thirty (30) days after the date of Landlord's termination notice, all rent will be prorated to that date, and the proceeds of Tenant's insurance covering Tenant's Improvements will belong and be paid to Landlord.

15.4 Tenant shall give Landlord prompt, full, complete, and specific notice of any accident, fire damage, or injury whatsoever occurring in, on or to the Premises.

16. EMINENT DOMAIN.

16.1 If title to the whole of the Premises is acquired by a governmental authority by eminent domain, condemnation, expropriation, or other governmental action, or by a voluntary transfer in anticipation of eminent domain, condemnation, expropriation, or other governmental action (any such acquisition is a "**Taking**," and the property subject to a Taken is "**Taken**"), then the term of this Lease shall end as of the date on which the Taking becomes effective. If so much of the parking areas of the Center are Taken that the remaining parking spaces no longer satisfy local zoning or land use requirements for the operation of the remaining leased portions of the Center, then the term of this Lease shall cease and terminate as of the date on which the Taking becomes effective, unless Landlord, in its sole discretion, takes immediate steps to provide enough additional parking facilities to satisfy applicable laws. If (a) any part of the Premises is Taken, and (b) this partial Taking renders the Premises unusable for the Permitted Use, then this Lease will terminate as of the date on which the Taking becomes effective. If so much of the Center is Taken that the Landlord decides to redevelop the Center either for another use or in such a way that the building in which the Premises are located will be demolished, then Landlord will have the right to terminate this Lease by no less than thirty (30) days prior notice to Tenant. If this Lease terminates, all Rent shall be paid up to the date on which the termination becomes effective.

16.2 In the event of a partial Taking of all or any part of the Premises that is not extensive enough to render the Premises unusable for the Permitted Use, then Landlord shall promptly restore the remainder of the Premises (excluding the Tenant's Improvements) to a condition comparable to its condition at the time of such Taking, less the portion, if any, of the Premises lost in the Taking, but only to the extent of the condemnation award provided for this purpose, this Lease shall continue in full force and effect, and the Monthly Base Rent shall be reduced in proportion to the portion if any, of Premises that is lost in the Taking. As soon as Landlord delivers the restored Premises to Tenant, Tenant will promptly restore the Tenant's Improvements (Tenant's work will be in accordance with Article 11, Exhibit "I," and the other provisions of this Lease) and Tenant's Property and re-open for business. Landlord will not be obligated to restore any Tenant's Improvements or Tenant's Property.

16.3 In the event of a total or partial Taking of the Premises or any other part of the Center, Landlord shall have the right to sue for, prove, collect, and recover (a) the full amount of all awards, damages and proceeds for the fair market value of the Premises, any servitudes or other rights belonging to the Premises or granted under this Lease, and any severance damages to the Premises, without deduction for any leasehold interest or other rights or interests created by this Lease, as well as (b) all severance damages to adjoining or nearby property, again without deduction for any leasehold interest or other rights or interests created by this Lease. Tenant hereby waives all rights and claims to any awards, damages or proceeds for the value of its leasehold interest or for any severance or other damages

because of the taking of any portion of the Premises or any other part of the Center, or any rights therein, as well as all claims against Landlord or the condemning governmental authority for the value of the unexpired term of this Lease or for the value of its leasehold interest or for any use rights or other rights with respect to the Center. Tenant, however, will have the right to make a claim against the appropriate governmental authority for any loss of Tenant's Improvements (to the extent that Landlord did not fund these Tenant's Improvements) or other Tenant's Property, any loss of business, and any moving expenses that Tenant may incur by reason of the Taking, but only to the extent that these awards do not reduce Landlord's recovery for the full value of the Premises and the Center.

16.4 If the use of the Premises or any part of the Premises is taken by eminent domain or otherwise by a governmental authority on a temporary basis (6 months or less), the Monthly Base Rent and other charges, or a fair and just proportion thereof, according to the nature and extent of the temporary taking and the portion of the building on the Premises that is unusable during the taking, shall be not reduced or abated, but Tenant will have the right to receive all damages and awards paid by the governmental authority in compensation for the temporary taking of the use of the Premises and any damage to the Tenant's Improvements or Tenant's Property.

17. INSURANCE.

17.1 At all times during the term, Tenant shall provide and maintain, at Tenant's expense, the following insurance:

(a) A policy of broad form commercial general liability (bodily injury and property damage) insurance, insuring against liability arising on the Premises and out of the ownership, use, occupancy or maintenance of the Premises, and the business conducted on the Premises, including liability arising from the negligence or other fault of all insured and additional insured parties (the "**Tenant's Liability Policy**"). Landlord and all persons that are the mortgagees under mortgages on the Premises (provided that Landlord has given Tenant notice of identity of these mortgagees and their addresses (these mortgagees are "**Mortgagees**," collectively, and is each a "**Mortgagee**")) shall each be an additional insured under the Tenant's Liability Policy. The Tenant's Liability Policy shall be in an amount not less than $2,000,000 per occurrence and $2,000,000 in the aggregate, shall be primary as to all additional insureds, and shall be in a form acceptable to Landlord. The limits of the Liability Policy will not, however, limit the liability of Tenant under this Lease. If in the reasonable opinion of Landlord, the limits of the Tenant's Liability Policy are not adequate, then Tenant shall increase these limits as required by Landlord, except that Landlord will not require that Tenant increase these limits more often than every 3 years, or by more than 50% of the amount of the insurance required prior to this increase. The Tenant's Liability Policy will include coverage for Tenant's contractual liability under Section 18.1 below to the extent that it can be covered by a liability insurance policy. If Tenant serves food or beverages, Tenant will carry all additional insurance that Landlord may require and that is customarily maintained by well-run establishments operated for the Permitted Use.

(b) A policy of "**Special Form**" insurance covering loss of or damage to the glass storefronts, skylights, doors and windows of the Premises, all of Tenant's Improvements and Tenant's Property, including loss or damage caused by sprinkler leakage, in an amount not less than the full replacement cost of this property (the "**Tenant's Property Insurance**"). With respect to the glass storefronts, skylights, doors and windows and Tenant's Improvements only, this insurance shall name Landlord as the loss payee, and shall include such mortgagee loss payable provisions as Landlord may require from time to time. Tenant's Property Insurance shall either permit Tenant to waive all of the

insurer's rights of subrogation, or shall contain a waiver of subrogation by the insurer of all rights of legal and conventional subrogation against Landlord and all Mortgagees.

(c) Workers' compensation insurance in accordance with the statutory requirements of the State of Georgia, and employers' liability insurance with a limit of $1,000,000.00 with respect to all persons that work on the Premises. In each of these policies, the insurer shall waive all of its rights of legal or conventional subrogation against Landlord and all Mortgagees.

17.2 Each insurance policy that Tenant is required to maintain shall be in a form reasonably acceptable to Landlord and issued by a company duly qualified to do business in Georgia and rated A-/VII or better in "**Best's Insurance Guide**." Before taking possession of the Premises, Tenant shall deliver to Landlord certificates of insurance (and at Landlord's request, original policies) evidencing the existence and amounts of these policies, with evidence that these policies contain the required loss payable, additional insured, waiver of subrogation, and other required clauses, reasonably satisfactory to Landlord, as well as evidence satisfactory to Landlord that Tenant has paid the premium for each required policy for the full period shown in the certificate. No less than 30 days before any of the insurance policies required in this Section is cancelled or expires, Tenant shall deliver to Landlord certificates of insurance (and at Landlord's request, original policies) evidencing the replacement or renewal policies and that they satisfy this Article, as well as satisfactory evidence that Tenant has paid the premiums for the full period shown in the certificate. Each certificate of insurance will contain or be accompanied by a certificate of the insurer that the policies shown in the certificate may not be canceled or modified without 30 days' prior written notice, given by certified mail, return receipt requested, to Landlord and each Mortgagee. Each policy of insurance that Tenant is required to provide shall specifically provide that "no act or omission of Tenant (or any sub-tenant) shall invalidate the interest of Landlord," and each Certificate of Insurance shall contain this certification by the insurer.

17.3 Tenant and Landlord each hereby releases and relieves the other, and each such party hereby waives its entire right of recovery against the other, for any and all loss or damage to any property, including, in the case of Landlord, the building in which the Premises are located, and in the case of Tenant, Tenant's Improvements and Tenant's Property, arising out of or incident to perils insured against or that could have been insured against by a "**special form**" policy of property insurance or by any other policy of insurance insuring property loss or damage required under this Lease, even if this loss or damage is due to the negligence of Landlord or Tenant, or their respective agents, employees, contractors or invitees. This waiver will include a waiver by each party of all rights of legal or conventional subrogation that their insurers may have against the other party. Tenant and Landlord shall, upon obtaining the policies of insurance covering property loss or damage required hereunder, give notice to their insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease, or if the insurance policy does not permit a party to waive the insurer's rights of subrogation, then the policy shall contain an endorsement in which the insurer waives all of its rights of legal and conventional subrogation against the party that is not the insured party.

17.4 Tenant shall not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or Center above the standard rate on said Premises or Center. If Tenant's Improvements or its use or occupancy of the Premises causes the rate of insurance on the Premises or the Center to increase, then in addition to Landlord's other rights and remedies, Tenant shall reimburse Landlord for these additional premiums.

18. INDEMNITY AND TENANT'S WAIVERS.

18.1 Except to the extent caused by Landlord's intentional or gross fault, Tenant will reimburse Landlord and its owners, officers, directors, agents, employees, affiliates, and

representatives for and will indemnify, defend, and hold harmless Landlord and its owners, officers, directors, agents, employees, affiliates, and representatives from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against, Landlord or any of its owners, officers, directors, agents, employees, affiliates, or representatives to the extent arising out of (i) any accident or occurrence in or on the Premises, any use of or business conducted in or on the Premises, or any hidden or apparent defect in the Premises; or (ii) any damage to or loss of any property of Tenant or any person occupying the Premises or any of their respective agents, employees, or contractors, whether occurring on the Premises or anywhere else on the Center; (iii) any violation of Law with respect to the Premises, including, without limitation, any claim arising out of or as a result of any administrative charges, claims based on discrimination or on the basis of disability; or (iv) any act, negligence, or fault of Tenant or any person occupying the Premises or any of their respective agents, employees, or contractors, whether occurring on the Premises or at any other location on the Center. Tenant’s reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, reasonable attorneys' fees, and other expenses, and will survive the expiration or other termination of this Lease.

18.2 Because of Tenant's insurance obligations under this Lease, Tenant assumes full responsibility for the condition of the Premises throughout the term, and hereby waives all rights and claims against Landlord and its owners, officers, directors, agents, employees, affiliates, and representatives for any and all property loss or damage and personal injury or death occurring in or about the Center, except that each such person will be responsible for actual damage caused by each such person’s gross negligence or intentional fault. As part of its waiver, Tenant waives all rights and claims against Landlord and its owners, officers, affiliates, shareholders, directors, agents, employees, affiliates and representatives arising from (i) theft, vandalism, criminal acts, street crime, vagrants, vandals, or lack of security (Tenant hereby acknowledges that it is solely responsibility for its own security, and that Landlord is not providing any security equipment, devices, or services); (ii) any acts or omissions of other tenants of property owned or managed by Landlord; (iii) any freezing, bursting, or leaking of, or water otherwise coming out of pipes or sprinklers, leaks in the roof, or the lack of a sprinkler system or fire prevention system, or the failure of a sprinkler system or fire prevention system to work properly (Tenant hereby acknowledges that it has sole responsibility for providing itself with a functioning sprinkler system and fire prevention system); (iv) any lack of or failure of the plumbing, heating, air conditioning, or any other mechanical system (including, but not limited to those described in (iii) above) (Tenant hereby acknowledges that it has sole responsibility for placing and maintaining the mechanical systems in working condition); or (v) failing to cause the Premises to comply with Laws or otherwise to be in a condition suitable for the Permitted Use (Tenant thereby acknowledges that it has sole responsibility for causing the Premises to comply with Laws and for placing and maintaining it in a condition suitable for the Permitted Use). This provision and Tenant’s reimbursement and indemnification obligations set out above will apply notwithstanding the fact that Landlord is the owner and lessor of the Premises; however, this clause will not prevent Landlord from being liable for its own intentional or gross fault to the extent that it causes damage to Tenant or exclude any other liability if the exclusion of that liability is prohibited by law. This Section shall survive the termination of this Lease with respect to matters that occurred during the term.

18.3 Tenant shall use and occupy the Premises, at its own risk, and Landlord shall have no responsibility, obligation or liability for any loss of or damage to fixtures or other personal property of Tenant, Tenant hereby waiving that liability. The provisions of this Section shall apply during the whole of the term and shall also apply at all times prior to the commencement of the term and after its expiration.

18.4 Without limiting the generality of Tenant’s waivers of claims set out above, Tenant hereby waives all rights and claims against Landlord arising from Casualty, including, but not limited to, fire or hurricane damage, or Landlord’s failure to install or improper installation of hurricane shutters on the Premises. Tenant hereby expressly acknowledges

that Tenant, not Landlord, is obligated to install hurricane shutters on the Premises. Landlord may, at its sole option, deliver hurricane shutters to Tenant for the Premises, and in such event then Tenant shall be responsible for storing these shutters within the Premises and for returning these shutters to Landlord in good working order, normal wear and tear excepted, upon the expiration or earlier termination of this Lease or on any earlier date on which Landlord requests that these shutters be returned.

19. ESTOPPEL CERTIFICATE. Tenant shall at any time and from time to time, without charge, within ten (10) days after receipt of notice from Landlord or any Mortgagee or prospective Mortgagee, execute, acknowledge and deliver to Landlord or such Mortgagee or prospective Mortgagee, a statement in writing (i) certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges have been paid and identifying any amounts that have been paid more than thirty (30) days in advance; (ii) certifying that there has been no assignment or other transfer by Tenant of this Lease, or any interest therein; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and that Tenant has no right of offset, counterclaim or deduction against rental, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Tenant. Any such statement may be relied upon by any prospective purchaser or lender. If Tenant fails to execute and deliver any such statement, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney in fact to execute and deliver such statement, and Tenant shall pay Landlord, as liquidated damages for Tenant’s delay and not as a penalty, the sum of $100.00 per day, commencing with the tenth (10^{th}) day after Tenant has been given the notice requesting the estoppel certificate, and ending with the day at which Tenant delivers the fully executed estoppel certificate to the Landlord.

20. LANDLORD’S RIGHT TO ENTER AND OTHER RIGHTS WITH RESPECT TO THE PREMISES.

20.1 Landlord and its employees, agents, and contractors shall have the right to enter the Premises at any reasonable time (and at any time if, in Landlord’s reasonable judgment, an emergency exists) to inspect the Premises, to show the Premises to prospective purchasers or lenders, or to make Landlord’s Repairs, to make such other alterations, repairs, improvements or additions to the Premises or to the building in which it is located as Landlord may deem necessary or desirable (Landlord will have the right to install, maintain, repair, and replace pipes, wires, and conduits in the walls and ceiling of the Premises to serve other parts of the Center), to perform Tenant’s obligations as provided in Article 23, to perform other work on the Premises, or for any other reasonable purpose. In addition, during the six (6) months prior to the expiration of the term, Landlord shall have the right to display “For Rent” signs on the exterior of the Premises and to show the Premises to prospective replacement tenants. Tenant waives any and all claims for damages, diminution of rent, or otherwise, in connection with any entry of the Premises by Landlord or its employees, agents, or contractors for these purposes or for any work performed by Landlord on the Premises. Landlord will endeavor to give Tenant reasonable prior notice of any entry of the Premises or any work that Landlord intends to perform on the Premises except in a situation that Landlord reasonably considers an emergency. If Landlord performs any work on the Premises, Landlord will use its commercially reasonable efforts to minimize interference with Tenant’s Permitted Use (except in an emergency and unless Landlord is curing Tenant’s defaults).

20.2 If Tenant will not permit Landlord to enter the Premises for the purposes permitted in this Lease, Landlord shall have the right to enter the Premises by pass key or force. Tenant hereby waives all claims and rights against Landlord if Landlord elects to enter the Premises in this manner after Tenant has failed to provide Landlord with access.

21. SUBLEASE AND ASSIGNMENT.

21.1 Tenant shall not voluntarily or by operation of law sublease any part of the Premises (the term **"sublease**" will include the grant of any concession, license, or franchise or the permitting of any other person or entity to occupy any part of the Premises under any terms unless all of Tenant's rights and interests under this Lease are transferred, and then Tenant will be deemed to have assigned its rights under this Lease), or assign, mortgage, or encumber any of Tenant's rights or interest under this Lease, without Landlord's prior written consent, and then subject to Tenant's and the sublessee's, assignee's, or mortgagee's compliance with the requirements of this Article.

21.2 If Tenant wishes to sublease the Premises or to assign its rights under this Lease, then 30 days before the proposed effective date of the sublease or assignment, Tenant will provide Landlord with the name and address of and a financial statement of the proposed sublessee or assignee, the proposed terms of the sublease or assignment, the proposed form of the sublease or assignment, and a $1,000 fee to cover Landlord's costs of reviewing Tenant's request. Without limiting Landlord's right to withhold its consent, Landlord will have the right to withhold its consent (i) if an Event of Default (as defined below) is then in existence, (ii) if the proposed sublessee or assignee does not have net worth that is the same as or equal to the net worth of Tenant as of the execution date of this Lease, (iii) if the proposed sublease or assignment does not require the sublessee or assignee to operate the Premises continuously for the Permitted Use or is otherwise not on the same terms and conditions as this Lease, or (iv) if the proposed sublessee or assignee will not operate substantially the same type, class, nature and quality of business with substantially the same merchandise, services and management, including, without limiting the generality of the foregoing, similarity of nature, type, quality, retail price structure and volume of merchandise, goods or services sold or offered for sale, and prestige, reputation and financial soundness of ownership and management, in a manner compatible with the high standards contemplated by this Lease. Notwithstanding anything to the contrary in the foregoing, an assignment of Tenant's rights in enforcement of a mortgage of Tenant's leasehold interest will be subject to the same consent by Landlord and the same requirements as a voluntary assignment by Tenant.

21.3 If Landlord approves Tenant's request, then (a) in the case of a sublease, the sublease shall include an agreement by the subtenant in favor of Landlord in which the subtenant agrees that the sublease shall be subject and subordinate to this Lease and all of Landlord's rights under this Lease, but that upon the occurrence of a default by Tenant, if Landlord, at its option, gives the subtenant notice requiring that the subtenant pay its rent under the sublease directly to Landlord, then the subtenant shall pay its rent directly to Landlord; (b) in the case of an assignment, the assignment document shall include an agreement by the assignee in favor of Landlord in which the assignee assumes and agrees to be bound and liable to Landlord for all of the terms and provisions of this Lease, and (c) in the case of either an assignment or a sublease, the assignment document or the sublease shall include an agreement by Tenant in favor of Landlord in which Tenant acknowledges that neither the assignment nor the sublease nor any of the assignee's or the sublessee's agreements in those documents or Landlord's consent to the assignment or sublease, shall relieve or release Tenant from primary liability under this Lease, but that Tenant is bound and shall remain bound as the primary obligor under this Lease notwithstanding the assignment or sublease. If the rent and other consideration to be paid by the sublessee or assignee to Tenant is greater than the rent payable under this Lease, then Tenant shall pay Landlord one-half of the excess. Tenant will provide Landlord with the original of each sublease or assignment document immediately after it is executed.

21.4 No assignment, sublease, mortgage, or other transfer of the Premises, or any part of it, or any of Tenant's rights under this Lease, shall release Tenant from any of Tenant's obligations under this Lease, and Tenant shall be and remain primarily bound and obligated to pay the Rent and to perform all other obligations under this Lease for the full term notwithstanding any assignment, sublease, mortgage, or other transfer or Landlord's consent to any assignment, mortgage, sublease, transfer, or other encumbrance, or acceptance of Rent from any such transferee. Landlord's consent to one assignment,

sublease, mortgage, or other transfer shall not be deemed consent to any subsequent sublease, assignment, mortgage, or other transfer.

22. EVENTS OF TENANT DEFAULT. The occurrence of any one or more of the following events shall, at Landlord's option, be an event of default ("**Event of Default**") under this Lease:

(a) Tenant fails to pay any rent on the date on which it is due and this failure continues for 5 days after notice by Landlord to Tenant of this failure (provided that if Tenant fails to pay rent when due on two occasions during a twelve-month period and if Landlord gives Tenant notice of this failure on these occasions, then an Event of Default will occur immediately, without any notice or opportunity to cure, if during the same twelve-month period, Tenant again fails to pay any rent on the date on which it is due); or

(b) Tenant (x) fails to keep in effect any of the insurance required under this Lease, with no notice or opportunity to cure, or (y) fails to provide Landlord with a certificate of insurance or evidence of payment of insurance premiums at any time when required, and Tenant fails to cure this failure described in (y) within 5 days after notice by Landlord to Tenant of this failure; or

(c) Tenant violates any Laws or permits an unsafe or unlawful condition to exist on the Premises that, in either case, could cause Landlord or the Premises to be subject to liability, fines or penalties (provided that Tenant shall not be in default if it is Landlord's responsibility to remedy this condition and if Tenant has given Landlord notice of the condition immediately after learning of it); or

(d) Tenant does not open for business on the date required in this Lease or ceases operating the Premises for the Permitted Use in the diligent manner required in this Lease; or

(e) Except as provided in (a), (b), (c) or (d) above, Tenant violates or fails to comply with any of its obligations under this Lease when this compliance is due, and this failure continues for 10 days after notice by Landlord to Tenant of this failure (provided that if two such failures occur during any twelve-month period and if Landlord gives Tenant notice of the failure on each occasion, then an Event of Default will occur immediately, and without notice or opportunity to cure, if during the same twelve-month period, Tenant again violates or fails to comply fully with the same or any other provision of this Lease); or

(f) Tenant becomes insolvent or files a voluntary petition in bankruptcy, or a petition for involuntary reorganization or bankruptcy is filed against Tenant, or Tenant is dissolved or adjudicated bankrupt, or a receiver is appointed for Tenant's business or its assets, or Tenant makes an assignment for the benefit of its creditors; or

(g) The occurrence of either of the following: (1) a material adverse change in the financial condition of Tenant or Guarantor, or (2) a material adverse change in the ability of the Tenant to operate the Permitted Use at the Premises.

23. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT.

23.1 Upon the occurrence of an Event of Default, Landlord may immediately proceed against the Tenant for eviction and damages without any notice or demand, including, without limitation, statutory notices, the service of which is irrevocably waived. In addition, the Landlord may, upon the occurrence of an Event of Default, Landlord may proceed for past due Rent, and, at its option (and to the extent permitted by law): (i) keep this Lease in effect, reserving its right to proceed later for the remaining installments of Rent as they become due, and at Landlord's option, proceed for specific performance and/or an

injunction to enforce specific provisions of this Lease; or (ii) declare all of the unpaid installments of Monthly Base Rent for the remainder of the term at once due and payable, with each Monthly Base Rent installment being discounted to present value at the rate of 3% per annum (the "**Discount Rate**"), whereupon this entire amount shall become and be immediately due and payable, with this Lease remaining in effect, Landlord may proceed immediately to collect the entire accelerated amount, by distress or otherwise, reserving the right to collect all other amounts that come due, and Tenant shall remain obligated to pay all other Rent coming due during the term; (iii) terminate this Lease by notice to Tenant, and in that event, this Lease will terminate on the date designated by Landlord in its termination notice, and Tenant will remain liable as provided below; (iv) enter into the Premises or any part thereof without terminating this Lease, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and/or (v) enforce any or all other rights or remedies provided in this Lease or permitted by Georgia law. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by this Lease or by Georgia law. If Landlord terminates this Lease or if Landlord terminates Tenant's right of possession without terminating this Lease, Landlord may re-enter the Premises and remove all persons and property, upon service of notice, without Landlord or its agents being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned by this entry or removal of persons and property, and Tenant hereby waives all rights and claims against Landlord if it takes any of these actions.

23.2 If Landlord elects option (iii) and terminates this Lease, then Landlord may re-lease the Premises for such price and on such terms as may be immediately obtainable, and Tenant will be and remain liable, not only for all Rent due and other obligations incurred up to the termination date of this Lease and for all holdover damages that accrue under this Lease until Tenant vacates or is removed from the Premises, but also for stipulated or liquidated damages for its nonperformance equal to the sum of (a) all expenses that Landlord incurs in re-entering and re-possessing the Premises, putting the Premises in proper repair, curing Tenant's defaults, removing Tenant's Improvements and Tenant's Property, if Landlord has elected to require such removal, making any reasonable, non-structural modifications that may be required for any new tenants, and reletting the Premises, including reasonable attorney's fees and disbursements, actual sheriff's fees, and market-rate brokerage fees incurred in this re-leasing (these expenses are the "**Landlord Re-Entry and Re-Letting Expenses**"), plus (b) the greater of (x) an amount equal to 12 months of the sum of the (i) Monthly Base Rent, (ii) the monthly Promotional Fund payments then due, and (iii) the monthly estimated Property Expenses then payable (or if a period less than 12 months would have remained from the default termination date until the Fixed Expiration Date, then the amounts in (i), (ii), and (iii) will be multiplied by the number of months that would have remained in the term had this Lease not terminated), or (y) the amount by which the aggregate of all Monthly Base Rent that Landlord was to have received under this Lease, from the date on which Tenant vacated or was removed from the Premises to the Fixed Expiration Date (with each payment discounted to present value at the Discount Rate), exceeds the fair market rental value of the Premises during this period (with each periodic fair market value amount also being discounted to present value at the Discount Rate). For purposes of the calculation set out in (y) above, no fair market rental value will be attributed to any period prior to the time at which Landlord could reasonably have been expected to have obtained a new tenant for the Premises, and if Landlord has leased the Premises to a new tenant, then the rental payable by the new tenant will be conclusively deemed to be the fair market rental value of the Premises, and the period between the date on which Tenant vacated the Premises and the commencement of the new lease will be deemed to be the time within which Landlord could reasonably have been expected to have obtained a new tenant for the Premises.

23.3 If Landlord re-enters the Premises without terminating this Lease, then Tenant hereby expressly agrees and consents that when permitted by law, Tenant shall be and remain liable and obligated to pay to Landlord amounts equal to the installments of Monthly

Base Rent, the monthly Promotional Fund payments, and the monthly estimated Property Expenses then payable, plus all other amounts due under this Lease, on the days on which they become due under this Lease for the remainder of the original term, whether the Premises are relet or remain vacant in whole or in part or for a period less than the remainder of the term, or for the whole thereof. If Landlord attempts to relet the Premises, the nature and suitability of the proposed tenant and the terms of any new lease shall be in the sole and absolute discretion of Landlord. If the Premises are relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting the Premises after deduction of Landlord Re-Entry and Re-Letting Expenses, which in addition to the amounts described in (a) of Section 23.2 above, shall include all attorneys' fees and costs that Landlord incurs in negotiating the lease with the new tenant and collecting rent from the new tenant, all other costs and expenses that Landlord incurs in enforcing the obligations of the new tenant, and all damages caused to Landlord by the new tenant. To the extent permitted by law, Landlord will not be deemed to have terminated this Lease unless Landlord so notifies Tenant in writing prior to or at the time of its re-entry or at any time thereafter.

23.4 In addition to, and not instead of the above remedies, if Tenant fails to perform any of its obligations under this Lease when its performance is due, then Landlord will have the right, but not the obligation, to pay all sums and take all actions that are necessary or desirable to perform Tenant's obligations. If Landlord elects to perform Tenant's obligations, then Tenant will reimburse Landlord for the costs incurred by Landlord in doing so, plus an additional 15% of these costs to reimburse Landlord for its administrative expenses, within 5 days after demand. The performance by Landlord of Tenant's obligations will not be construed as a modification or waiver of any provision of this Lease, and these obligations will remain the obligations of Tenant. In addition, neither the performance of Tenant's obligations by Landlord nor Landlord's failure to perform Tenant's obligations will preclude Landlord from exercising any of its other rights or remedies set out in this Article by reason of Tenant's default.

23.5 If Tenant receives any concessions from Landlord at the commencement of the term, whether such concessions are in the form of free or reduced rent or are in the form of a construction or improvements allowance, or are in form or cash or rent credits, then upon the occurrence of an Event of Default, at Landlord's option, and in addition to any and all other remedies available to Landlord, the full amount of these concessions shall be due by Tenant to Landlord as Additional Rent. In addition, if Landlord has paid brokerage fees or commissions by reason of this Lease or its execution, then upon the occurrence of an Event of Default, at Landlord's option, the full unamortized amount of these brokerage fees and commissions shall be due by Tenant to Landlord as Additional Rent.

23.6 Should an agent or attorney be employed to give attention to the enforcement or protection of any claim of Landlord arising from this Lease, Tenant shall reimburse Landlord for all costs, charges and expenses incurred by Landlord in prosecuting such claim, whether or not suit is filed, including, but not limited to, all court costs and the fees and compensation of this agent or attorney. The minimum amount of the agent's or attorney's fees for which Tenant will be required to reimburse Landlord will be the greater of twenty-five percent (25%) of the amount claimed by Landlord, or $1,000, if Landlord's claim is for money, or if Landlord's claim is not for money, then such sum as will constitute a reasonable fee, together with all of such agent's or attorney's costs, charges and expenses.

23.7 Landlord and Tenant hereby irrevocably waive trial by jury in any and all actions or proceedings brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim for injury or damage with respect to the Premises or arising under this Lease.

23.8 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws if Tenant is evicted from the Premises or otherwise

dispossessed for any reason, or if Landlord obtains possession of the Premises upon the occurrence of an Event of Default by Tenant.

24. SUBORDINATION.

24.1 This Lease and all rights of Tenant under this Lease are subject and subordinate to any mortgage or ground lease that may now or after this date encumber the Property. However, Landlord hereby agrees that no Mortgagee will disturb Tenant's possession of the Premises under this Lease so long as there is no Event of Default. This section is self-operating, and no additional subordination agreement is required. However, to confirm this subordination, from time to time, in each case within ten (10) days after demand by Landlord or Landlord's Mortgagee, Tenant shall promptly execute and deliver any subordination agreement that Landlord or a Mortgagee may request, provided that this subordination agreement includes an agreement by the Mortgagee that as long as there is no Event of Default by Tenant, the Mortgagee will not disturb Tenant's possession of the Premises under this Lease. If Tenant fails to timely execute and deliver same to Landlord, then Tenant irrevocably constitutes and appoints Landlord with an irrevocable power as Tenant's special attorney in fact to execute and deliver any such documents or instruments, with such power being coupled with an interest, and Tenant shall pay Landlord, as liquidated damages for Tenant's delay and not as a penalty, the sum of $100.00 per day, commencing with the 10th day after Tenant has been given the notice requesting the document or instrument, and ending with the day on which Tenant delivers the fully executed document or instrument.

24.2 Notwithstanding the subordination provisions set out above, any Mortgagee may elect from time to time that this Lease will have priority over its mortgage, and, effective immediately upon the Mortgagee's notification to Tenant of this election, this Lease be superior and prior in rank to that Mortgagee's mortgage.

24.3 If any Mortgagee or any other person acquires Landlord's interest in the Premises by the enforcement of a mortgage or ground lease, or otherwise succeeds to the rights of the Landlord under this Lease, then upon request of such successor, Tenant shall attorn to and recognize the successor as Tenant's Landlord under this Lease, provided that the successor will not be obligated to pay amounts due by the prior lessor or be liable for defaults of the prior lessor. Upon demand of any such successor, Tenant shall execute and deliver an attornment agreement to evidence and confirm these attornment provisions provided that this agreement contains an agreement by the successor that it accepts Tenant as its tenant under the Lease from and after the date on which the successor acquired the Premises.

25. RETURN OF THE PREMISES AT THE END OF THE TERM; HOLDING OVER.

25.1 Upon expiration or termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender the Premises to Landlord in broom clean condition, in good order, condition, and repair, and otherwise in the condition in which Tenant is required to maintain the Premises under this Lease. Notwithstanding the foregoing, upon expiration or termination of this Lease, whether by lapse of time or otherwise, Landlord may, at Landlord's sole option, require that Tenant surrender the Premises to Landlord in the same condition in which the Premises were delivered by Landlord to Tenant at the commencement of the Lease. At surrender of the Premises, Tenant shall deliver all keys to Landlord. Tenant hereby waives all notice to vacate. Tenant also waives all right to claim that this Lease has been reconducted or that it otherwise continues in effect after the expiration or termination date. If Tenant stays in the Premises after the expiration or termination date with Landlord's consent, then Tenant will become a tenant at sufferance, and this Lease shall become a month-to-month lease, on the same terms that were in effect prior to the expiration or termination date, except that either party may terminate this Lease, effective as of the last day of any calendar month, by notice given to the other at least thirty (30) days before the end of that calendar month.

25.2 If Tenant does not return the Premises to Landlord on the expiration or termination date in the condition required in this Lease, prior to the date that Landlord has demanded that Tenant vacate the Premises, Tenant shall pay Landlord for each day of Tenant's continued occupancy, an amount equal to one and one-half (1.5) times the daily rate of Monthly Base Rent, monthly Promotional Fund contribution, and estimated Property Expenses payable under this Lease immediately prior to the expiration or termination date. If Tenant does not return the Premises to Landlord on the expiration or termination date in the condition required in this Lease, following the date that Landlord has demanded that Tenant vacate the Premises, Tenant shall pay Landlord for each day of Tenant's continued occupancy, a liquidated damages amount equal to three (3) times the daily rate of Monthly Base Rent, monthly Promotional Fund contribution, and estimated Property Expenses payable under this Lease immediately prior to the expiration or termination date. The assessment or payment of these liquidated damages shall not extend the term of this Lease, give Tenant any right to remain in possession of the Premises after the expiration or termination of this Lease, or waive any of the Landlord's rights under this Lease to evict Tenant or to collect any additional damages to which it may be entitled, whether direct or consequential.

26. LANDLORD'S DEFAULT; LIMITATION OF LANDLORD'S LIABILITY.

26.1 Tenant shall give Landlord notice of any failure by Landlord to comply with any of its obligations under this Lease, and a reasonable time, but no less than thirty (30) days, to cure any such failure before Tenant exercises any rights or remedies. Tenant shall also give any Mortgagee a copy of any such notice of default given to Landlord in the same manner in which this notice is given to Landlord, provided that prior to such notice, Tenant has been notified of the address of the Mortgagee. Any such Mortgagee shall have the right (but not the obligation) to cure any such failure on behalf of Landlord for a period of ninety (90) days after Tenant has provided it with the copy of the notice given to Landlord, or, if the default is of such a nature that it cannot be cured within this ninety-day period, Landlord and the Mortgagee will have such additional time to cure the default as may be required under the circumstances provided that this cure is begun within ninety (90) days after Tenant's initial notice and thereafter is diligently pursued to completion (including commencement of foreclosure proceedings or other proceedings to gain possession of the Premises if necessary to cure this default).

26.2 Anything in this Lease to the contrary notwithstanding, Landlord's liability to Tenant under this Lease for damages, breach of lease, or otherwise, shall be limited to and shall in no event exceed Landlord's equity interest in the Premises, and Tenant will look only to the interest of Landlord in the Premises for the satisfaction of any judgment for the payment of money as a result of any negligence of or default of Landlord or other liability of Landlord under this Lease. No other property or assets of Landlord or any of its officers, directors, stockholders, partners, members, employees or agents, shall be subject to levy, execution or other procedures for the satisfaction of Landlord's liability under this Lease or with respect to the Premises, and in no event shall any liability of Landlord whatsoever extend to Landlord's officers, directors, stockholders, partners, members, employees, affiliates, or agents. In addition, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

26.3 In the event of the sale or other transfer of the Premises by Landlord, Landlord shall, without further written agreement, be automatically released and relieved of all liability under this Lease and to Tenant with respect to all obligations to be performed under this Lease from and after the date of the sale or other transfer.

27. NOTICES. All notices, demands, requests, consents, and approvals under this Lease shall be in writing (unless otherwise specified). Notices, demands, and other such communications shall be considered as duly given if (i) addressed to the other party's notice address and mailed by registered or certified mail, postage prepaid; or (ii) delivered to the notice address by recognized national overnight courier such as Federal Express, by facsimile or in person. Notices, demands, and other such communications will be considered to have

been given either (a) on the date mailed by registered or certified mail, postage prepaid, or (b) if transmitted by another method, on the date received. A party's notice address will initially be the address designated as its notice address on Lease Face Pages, but each party may change its notice address by no less than 15 days' prior notice to the other party and to Landlord's property manager. Notices to Landlord will also be given to Landlord's property manager (provided that Landlord or Landlord's property manager has notified Tenant of the address of his property manager), and notices or demands given by Landlord's property manager will be deemed given by Landlord.

28. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted subtenants and permitted assigns of these parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment is in accordance with Article 21.

30. QUIET ENJOYMENT

30.1 Upon payment by the Tenant of the rent herein provided, and upon the observance by Tenant of each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully claiming by, through or under the Landlord, subject, nevertheless, to each of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

30.2 The Premises and Center are subject to all title matters that are of record and that would be shown on a current survey and all other encroachments, servitudes, overhangs, title and zoning restrictions, ordinances, and other matters of record, and no such matters shall constitute a denial of Tenant's quiet or peaceable possession. Landlord reserves the right to grant such servitudes, rights, dedications, and restrictions as Landlord may deem necessary or desirable from time to time, so long as these rights granted do not unreasonably interfere with the use of the Premises by Tenant.

31. FORCE MAJEURE. If Landlord is delayed or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, hurricanes, weather conditions, breakdown, accident, casualties, acts of God, labor troubles, inability to procure materials, failure of supply, inability by the exercise of reasonable diligence to obtain supplies, parts, employees or necessary services, failure of power, governmental laws, orders or regulations, actions of governmental authorities, riots, insurrection, war or other causes beyond the reasonable control of Landlord, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant (such acts or things being referred to in this Lease as "**Force Majeure**"), then Landlord shall not be liable or responsible for any such delays, the doing or performing of such act or thing shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

32. RULES AND REGULATIONS. Tenant shall comply with all rules and regulations that Landlord may from time to time adopt for the orderly, cooperative, and cost efficient administration and use of the Center by its tenants and other users, and Tenant shall use its best efforts to have all of its employees and invitees comply with these rules and regulations.

Landlord's initial rules and regulations are attached to this Lease and made a part of it as Exhibit "G." Landlord will have the right to add to or otherwise change these rules and regulations from time to time during the term, and Tenant will be bound by each of these additions and changes for all purposes with the same effect as if originally set out in this Lease at time that Landlord gives Tenant notice of them.

33. LANDLORD'S FINANCING; TENANT'S FINANCIAL STATEMENTS.

33.1 If the Center or the portion of the Center in which the Premises are to be located is under construction or planned for construction, Landlord shall not be obligated to proceed with the construction unless and until financing acceptable to Landlord is obtained. Should such financing not be obtained within three (3) months after completion of final plans and specifications, Landlord, at its option, may terminate this Lease by notice to Tenant. If Landlord so terminates this Lease, this Lease shall thereupon cease and terminate as of the date of Landlord's notice, and Landlord shall not be liable or responsible to Tenant for this termination. If in connection with obtaining at any time any financing whatsoever for the Center, Landlord's prospective lender shall request reasonable modifications of or amendments to this Lease as a condition of such financing, Tenant covenants not to withhold or delay its agreement to these modifications or amendments and to execute without charge, provided these modifications do not increase the obligations or materially and adversely affect the rights of Tenant under this Lease.

33.2 From time to time, upon written request by Landlord, Tenant shall deliver to Landlord financial statements certified by Tenant's chief financial officer and in compliance with GAAP accounting practices.

34. WAIVER OF DISCHARGE. Tenant, being fully aware of the potential benefits of O.C.G.A. §10-7-24 (as the same may be amended from time to time or replaced with any similar provision) hereby intentionally and knowingly waives any and all rights which may be afforded Tenant under said section, including without limitation the right to give Landlord any notice as provided thereunder.

35. HAZARDOUS MATERIALS; MOLD.

35.1 Tenant shall not introduce or permit to be introduced any unlawful or unpermitted levels of any asbestos, petroleum products, or hazardous, infectious, or toxic materials, substances, or solid wastes (collectively, "**Hazardous Materials**") into the Premises or any other part of the Center, the water supply or other utilities or drainage system supporting the Premises or any other part of the Center, or any property adjoining the Premises or any other part of the Center, and shall not permit any mold or bacterial or fungal matter to grow within and/or upon the Premises. With respect to Hazardous Materials, if any, that are necessary for the normal operation of the Permitted Use, Tenant shall comply, at its expense, with all applicable Laws pertaining to the transportation, storage, handling, treatment, emission, use, or disposal of these Hazardous Materials, including, without limitation, the obtaining of all necessary permits, and in no event shall Tenant dispose of Hazardous Materials on the Premises or any other part of the Center. Tenant shall notify Landlord immediately of any claim, loss or damage resulting from the actual or alleged presence of Hazardous Materials or mold or bacterial or fungal matter on the Premises, and in such event, Tenant shall, at Tenant's expense, and after consultation with and approval by Landlord, remove all such Hazardous Materials and all such mold and bacterial and fungal matter from the Premises in accordance with all applicable Laws.

35.2 Tenant shall indemnify, defend and hold harmless Landlord and its owners, officers, directors, agents, employees, contractors, affiliates, successors and assigns, from and against any penalties, claims, injunctions, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with (i) any Hazardous Materials and any and all mold and fungal matter located on the Premises that is not shown to have been first placed or located there before the Premises were delivered to Tenant or after this Lease has terminated

and Tenant has vacated the Premises, or to have been place or located there by Landlord or its agents, employees or contractors, and (ii) from all Hazardous Materials and any and all mold and fungal matter that is introduced into any other part of the Center by Tenant or any occupant of the Premises or any of their employees, agents, contractors, licensees, or representatives during the term of this Lease. This provision shall survive the termination of this Lease.

35.3 In the event that any current or future Mortgagee requires precautionary monitoring, testing or their measures with respect to Hazardous Materials due to Tenant's use of the Premises, then Tenant shall cooperate fully with such monitoring, testing and/or other measures and shall reimburse Landlord for the costs of such monitoring, testing and/or other measures.

36. SHORT FORM. Tenant shall not record this Lease or any parts of this Lease, but at the request of either party, the other party will execute a so-called "**short form**" of lease containing the information required by Laws, and reasonably satisfactory to Landlord. In no event shall such "**short form**" set forth the rental or other charges payable by Tenant under this lease, and any such "**short form**" shall expressly state that it is not intended to vary the terms or conditions of this Lease. Without Landlord's written consent, no recordation shall occur until Tenant is in operation at the Premises and has begun paying the Monthly Base Rent. If a "**short form**" of this Lease is recorded by either party, then upon the expiration or other termination of this Lease, Tenant shall immediately record a document canceling and terminating this "**short form**" from the public records, and if Tenant does not do so, then immediately upon request by Landlord, Tenant will execute and deliver to Landlord any document that Landlord may require to state that this Lease has terminated and to cancel the "**short form**" from the public records. These obligations of Tenant will survive the expiration or sooner termination of this Lease.

37. BROKERS.

37.1 The Broker(s) named on the Lease Face Pages (the "**Brokers**") are the real estate brokers in this transaction. One or more principals of either of the Brokers named on the Lease Face Pages may be principals of Landlord. Landlord will pay the commissions due the Brokers as may be set out in a separate agreement between the parties.

37.2 Tenant represents and warrants to Landlord that it has dealt with no brokers, agents, or finders in connection with this Lease other than the Brokers, and other than the commissions due to the Brokers pursuant to a separate agreement between Landlord and the Brokers, there are no claims for brokerage commissions or finder's fees by reason of Tenant's acts or contact with brokers, agents, or finders in connection with Tenant's location or identification of the Premises or its negotiation or execution of this Lease. Tenant shall reimburse Landlord for any brokerage commissions or finders' fees due to Tenant's acts or contact with brokers, agents, or finders in connection with Tenant's location or identification of the Premises or its negotiation or execution of this Lease (other than the commissions due to the Broker pursuant to Landlord's separate agreement with the Brokers), and shall indemnify, defend, and hold harmless Landlord from and against any and all claims and liabilities for any such brokerage commissions or finder's fees, including all attorneys' fees, expenses, and costs incurred by Landlord in connection with such claims and liabilities.

37.3 Landlord represents and warrants to Tenant that it has dealt with no brokers, agents, or finders in connection with this Lease other than the Brokers, and Landlord shall reimburse Tenant for any brokerage commissions or finders' fees due to Landlord's acts or contact with brokers, agents, or finders in connection with Tenant's location or identification of the Premises or its negotiation or execution of this Lease (including the commissions due to the Brokers pursuant to Landlord's separate agreement with the Brokers), and shall indemnify, defend, and hold harmless Landlord from and against any and all claims and liabilities for any such brokerage commissions or finder's fees, including all attorneys' fees, expenses, and costs incurred by Landlord in connection with such claims and liabilities.

38. MISCELLANEOUS.

38.1 Tenant shall pay before delinquency all federal, state, county, or municipal taxes, assessments, permit or license fees, or other charges assessed or imposed on Tenant's Improvements or on Tenant's leasehold interest, fixtures, furniture, merchandise or personal property of any kind placed in or about the Premises during the term of this Lease, as well as all sales, use, occupancy, and other taxes and assessments imposed on Tenant's use of the Premises or the business conducted in the Premises.

38.2 The words "**Tenant**" and "**Landlord**" shall mean each and every person or party mentioned as Tenant herein or Landlord herein, be the same one or more. If "**Tenant**" consists of more than one person or entity, each shall be jointly and severally liable for the performance and observance of all of the terms, conditions and covenants contained in this Lease, as if that person or entity were the only Tenant, and any notice required or permitted by the terms of this Lease may be given by or to any one of such persons or entities. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even if Landlord or Tenant is an individual, a partnership, or corporation, a limited liability company or a group of two or more individuals, corporations, partnerships, or limited liability companies. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships limited liability companies or individuals, males, or females, shall in all instances be assumed as though in each case fully expressed.

38.3 The term "**person**" will mean any person, corporation, partnership, limited liability company, or other entity.

38.4 This Lease is and shall be deemed, construed and considered to be the only agreement between the parties hereto pertaining to the Premises. Neither Landlord nor Landlord's agents have made any representations or promises or given any inducements to Tenant to execute this Lease except for the agreements specifically set out in this Lease. All negotiations and oral agreements acceptable to both parties are included in this Lease. There are no verbal understandings not contained in this Lease. The parties intend that there be no third party beneficiaries to this Lease, except only for Landlord's mortgagee(s) or other lender(s). No future agreements shall be binding on Landlord unless they are set out in writing and executed by Landlord.

38.5 Landlord reserves the absolute right to effect such other tenancies in the Center as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interest of the Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant, type of tenant business, or number of tenants shall during the term of this Lease occupy space in the Center. If Landlord, in the exercise of its sole discretion, shall effect other tenancies in the Center, Tenant shall not be deemed to be a beneficiary of any agreement between Landlord and such other tenants. Tenant shall have no right whatsoever, either express or implied, under any such agreements between Landlord and such other tenants or under any of the terms or provisions of such agreements, and Tenant shall have no right to enforce any such agreements, terms or provisions on behalf of itself or any other party including Landlord.

38.6 The term "**days**" will mean calendar days unless "**business days**" are stated. "**Business days**" will mean days on which banks in the County in which the Premises are located are open for business.

38.7 If there is any conflict between the printed portions and the typewritten or handwritten portions of this Lease, the typewritten or handwritten portions shall prevail.

38.8 In each case in which Landlord has the right to grant or withhold its consent under this Lease, Tenant shall have no claims or right to proceed for or to collect any loss or

damages from Landlord arising out of the failure or refusal of Landlord to grant its consent, and Tenant hereby waives all such claims and rights. Tenant's sole remedy for Landlord's failure or refusal to grant its consent shall be to seek specific performance of Landlord's obligation to grant its consent, and Tenant hereby acknowledges that this remedy of specific performance is adequate, it being understood and agreed by and between the parties that any requirement in this Lease for Landlord's consent is for the protection of Landlord. In addition, in each case in which Landlord's consent is required to any Tenant's Improvements, signs, or other construction matters, this consent or approval is subject to Tenant, at its sole cost and expense, obtaining all necessary governmental approvals and permits, and no consent or approval shall be a warranty by Landlord that these governmental approvals or permits can be obtained. Landlord's consent or approval also shall not be a warranty by Landlord that any plans or specifications, improvements shown in them, or other construction matters are sound, free of defects, in accordance with good construction standards, or in accordance with Laws.

38.9 Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions of this Lease in strict accordance with the terms hereof, even if Landlord has refrained from or delayed enforcing any of these terms, provisions, covenants, agreements, undertakings, or conditions in the past. The waiver by Landlord of any breach of any term, provision, covenant, agreement, undertaking, or condition contained in this Lease shall not be deemed to be a continuing waiver of any such term, provision, covenant, agreement, undertaking, or condition or of any subsequent breach of the same or any other similar or different term, provision, covenant, agreement, undertaking, or condition. The acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, provision, covenant, agreement, undertaking, or condition of this Lease (other than the failure of Tenant to pay the particular rent so accepted), regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, provision, covenant, agreement, undertaking, or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be specifically set forth in writing and signed by Landlord.

38.10 The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease.

38.11 Notwithstanding that the lease term will commence on a date subsequent to the execution of this Lease by Landlord and Tenant, the parties intend that each shall have vested rights immediately upon the signing of this instrument and that this instrument shall be fully binding and in full force and effect from and after the execution hereof by both Landlord and Tenant. If the lease term shall not, in fact, have commenced within one (1) year from the Lease Date (and provided that it has not been terminated before that date in accordance with a provision of this Lease), then in addition to all of the other rights and remedies of Landlord set out in this Lease, and without depriving Landlord of any of these rights or remedies, this Lease shall be automatically null and void and no further force or effect.

38.12 Tenant acknowledges that all terms, conditions and provisions of this Lease, and all financial information respecting the Center, however discovered or learned, are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent, except as may be disclosed to Tenant's principals, attorneys, lenders and consultants. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against future disclosure.

38.13 Time is of the essence of this Lease.

39. BINDING EFFECT. The presentation of this Lease to Tenant does not constitute an offer. This Lease shall not be valid or binding against any party unless and until it is executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the date(s) set forth below, to be effective as of the Lease Date.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

LANDLORD:

PMAT EAST CHEROKEE, L.L.C., a Delaware limited liability company

By: PMAT Real Estate Investments, L.L.C., Its manager

By:_____
Robert A. Whelan, Manager
Date: _____

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

TENANT:

IT'S ME TIME! LLC

By:_____

Name: Cindy A. Thomas

Title:_____

Date:_____

RENEWAL OPTION ADDENDUM TO LEASE
BETWEEN PMAT EAST CHEROKEE, L.L.C., LANDLORD
AND IT'S ME TIME! LLC, TENANT (the "Lease")

Tenant shall have the option to renew this Lease at the end of the initial term set out in Article 5 of the Lease (the "Initial Term") for one (1) initial renewal term of five (5) years, and a subsequent renewal term of three (3) years (each, a "Renewal Term"), subject to the following:

A. To exercise its option to renew for a Renewal Term, Tenant must notify Landlord in writing not earlier than **nine (9)** months prior to, and not later than **six (6)** months prior to, the last day of the Initial Term or the first (1st) Renewal Term, as the case may be, of Tenant's desire to exercise this option. If Tenant fails to give Landlord this notice, Tenant will have no further right to renew.

B. Tenant will have the right to renew for a Renewal Term only if, at the time of the exercise of this option, Tenant is not in default under this Lease and this Lease is in full force and effect.

C. Each Renewal Term will be under the same terms and conditions as the Initial Term, except that (a) Tenant will have no option to renew this Lease at the end of the second (2nd) Renewal Term, (b) the Base Rent payable during each Renewal Term shall be the then current Base Rent increased three percent (3.00%) annually (on the anniversary date of the date the Base Rent commences to be due hereunder), and (c) Landlord will not be obligated to make any improvements to the Premises.

D. Notwithstanding anything to the contrary in the Lease or this Addendum, no assignee or sublessee will have the right to exercise the option to renew the term of this Lease granted in this Addendum, and this Addendum and the rights granted in it will automatically terminate and become null and void upon any assignment or sublease or Landlord's consent to it.

All references to the "Term" of this Lease will include each Renewal Term at such time as Tenant has duly exercised its option to renew for that Renewal Term. This Renewal Option Addendum forms a part of the Lease for all purposes.

LANDLORD:
PMAT EAST CHEROKEE, L.L.C.

By: PMAT Real Estate Investments, L.L.C.

By: _____
Robert A. Whelan, Manager

Date:_____

TENANT:
IT'S ME TIME! LLC

By:_____
Name: Cindy A. Thomas
Title: _____
Date:_____

EXHIBIT “A”

SITE PLAN

EXHIBIT “B”

LANDLORD’S WORKLETTER

Landlord shall deliver the roof in good operating condition. Landlord shall inspect and repair the HVAC system serving the Premises prior to the Commencement Date to ensure that it is in good working order, and will delivery to Tenant a copy of the inspection report for the HVAC system. Otherwise, the Premises shall be delivered “AS IS, WHERE IS” and “WITH ALL FAULTS” in accordance with the terms and conditions of the Lease.

EXHIBIT “C”

DESCRIPTION OF TENANT’S WORK

EXHIBIT “D”

AUTOMATIC DEBIT DOCUMENTS

EXHIBIT "E"

EQUIPMENT REQUIREMENTS

1. **Heating and Air Conditioning Unit(s):** Tenant, at its sole cost, shall maintain the air conditioning (includes heating, if applicable) unit(s) for the Premises in good condition and repair throughout the term of the Lease.

As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Georgia, which firm shall:

(1) Regularly service the air conditioning unit(s) on the Premises on a monthly basis, changing belts, filters, and other parts as required.

(2) Perform emergency and extraordinary repairs on the air conditioning unit(s).

(3) Keep a detailed record of all services performed on the Premises and prepare a yearly service report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than the Lease Date and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease.

2. **Grease Traps:** (Restaurant Only) Tenant shall install a properly sized grease trap at a location approved in writing by Landlord. At all times, Tenant shall maintain a service contract for the proper removal of all grease and the maintenance and cleaning of the grease trap. As proof, upon request, Tenant shall provide Landlord with a copy of the service contract. If at any time grease infiltrates the sewer system, upon request, Tenant shall reimburse Landlord for the cost to repair and/or clean the sewer lines.

INITIALS: Tenant_____

EXHIBIT "F"

LANDLORD'S SIGN REQUIREMENTS AND SPECIFICATIONS

The purpose of these requirements and specifications is to provide for individual and distinctive identification of the Tenant and to maintain compatability with other signs within the Center. Only one sign per Tenant is permitted. Approval of all signage in the Center is subject to the absolute discretion of the Landlord.

General Requirements for fascia signs installed above the storefront.

1. All signage costs, including but not limited to, design, fabrication, permitting installation, maintenance, repair and removal, as well as the cost of any repairs or corrective action that may arise as a result of the installation or removal of the sign, are the sole responsibility of Tenant.

2. Tenant will ensure that all sign work is in accordance with all government codes and regulations and other Laws and that all required permits have been obtained.

3. The Tenant may use any qualified sign fabrication/installation company of its choice, provided that said company is licensed to fabricate, install and repair signage under all local and state requirements. Tenant must provide proof of the sign contractor's insurance coverages that meet Landlord's minimum requirements.

4. Length of the sign will not exceed the lesser of (i) two-thirds of the storefront or (ii) the storefront width less 2'6" from each end. The maximum height will not exceed twenty-four inches.

5. Prior to installing a sign, the fascia area that extends the full width of the store where the sign will be installed must be painted with material that matches the existing paint specifications and that has been approved by the Landlord. Landlord may waive this requirement if the fascia has been recently painted.

6. Metal or plastic letters, of script or block style, internally illuminated and with opaque face of colored plastic, will be individually applied to an un-corrosive raceway. Said raceway will be painted to match the color of the background fascia and will be attached with un-corrosive fasteners. Signs will be accurately centered at the vertical midpoint of the fascia.

7. Sign will be properly attached to meet all applicable codes and municipal requirements. All wall penetrations must be properly waterproofed in accordance with manufacturers' specifications. No penetrations may be made into any roofing material.

Approval Procedure:

1. Tenant will submit to Landlord in duplicate:

    a. Copies of the Sign Plans (as defined in the Lease) including installation, wiring specifications that include wiring of the sign to the electric panel serving the Tenant's Premises and attachment details.

    b. Elevation view of sign drawn to scale with dimensions of sign height, height of letters, and length of sign.

    c. Evidence of sign contractors Insurance coverages.

d. Copies of the installation permit and the Certification of Completion when issued.

The requirements and obligations in this Exhibit “F” are in addition to, and not in lieu or limitation of, the requirements and obligations set out in Article 3, Article 11, Article 14, Exhibit “I” and the other provisions of this Lease.

In the event of a conflict between the terms and conditions of this Exhibit “F” and the provisions of any applicable laws, codes and/or regulations, the provisions of such applicable laws, codes and/or regulations will apply.

EXHIBIT "G"

RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only by way of the rear of the Premises (unless the Premises does not have a rear entrance) or at any other location designated by Landlord. Trailers and/or trucks servicing the Premises shall remain parked in the rear of the Center only during those periods necessary to service Tenant's operations, but in no event shall such trailers or trucks remain parked in the Center overnight or beyond the closing hour of the Center.

2. All garbage and refuse shall be placed in the container (all boxes shall be flattened prior to placement in container) at the locations within the Center and reasonably proximate to the Premises designated by Landlord, for collection (at time specified by Landlord) by contractors, as may from time to time be designated by Landlord.

3. No radio, television, phonograph or other similar devices shall be used in a manner so as to be heard outside of the Premises.

4. Tenant shall not use the Common Areas of the Center, or any portion of the Center outside of the Premises, for business, advertising or promotional purposes unless permitted by Landlord in writing. All vehicles containing signs or other advertising medium shall be parked at all times at the rear of the Center, and shall not remain parked in the Center overnight or beyond the closing hour of the Center.

5. The plumbing facilities within or servicing the Premises shall not be used for any purposes other than for which they were constructed.

6. Tenant shall not use, permit or suffer the use of any portion of the Premises as living, sleeping or lodging quarters.

7. All mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building in which the Premises are located or beyond the confines of the Center.

8. No odors or vapors or noise will be permitted or caused to emanate from the Premises which would adversely or unreasonably affect other tenants of the Center.

9. The Landlord, at its option and from time to time, may, at the expense of the Tenant, employ a pest extermination contractor at market competitive costs to service the Premises at such intervals as Landlord may require, and Tenant shall permit said contractor to enter the Premises to perform pest extermination services.

10. No automobiles, trucks or other vehicles may be stored on the Center, or may be parked on the Center which are not capable of being run under their own power.

11. Tenant will not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Center, whether belonging to Tenant or to Tenant's agent or to any other person.

12. Tenant shall not place, suffer or permit displays or decorations on the sidewalks in front of or at the rear of the Premises or on or upon any of the parking or other Common Areas of the Center.

13. Tenant shall not affix or place any signs notices, advertisements or materials of any kind in its storefront window without the prior written consent of Landlord, except as

specifically allowed under Tenant's Lease.

14. No tenant shall enter upon or attempt to enter upon the roof, or equipment or power rooms in the Center.

15. All loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by Landlord and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Center whether loaded or unloaded.

16. Tenant shall keep all garbage and refuse in the kind of container specified by Landlord or garbage service designated by Landlord, and to place the same outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord or garbage service in accordance with all regulations of the public authorities having, or purporting to have, jurisdiction.

17. Tenant shall keep outside areas adjoining the Premises clean and shall not burn, place or permit any rubbish, obstruction, tables, chairs or merchandise in such areas.

18. Tenant shall keep the Premises clean, orderly, sanitary and free from objectionable odors, and from insects, vermin and other pests and shall take affirmative actions not to permit any usage or possession of any illegal substance in, on or upon the Premises.

19. Tenant shall not use or operate any machinery or equipment that, in Landlord's reasonable opinion, is harmful to the building or disturbing to other tenants in the Center, and Tenant shall not use any loudspeakers, televisions, phonographs, radios or other like or differing devices in a manner so as to be heard outside of the Premises, or display merchandise on the exterior of the Premises either for sale, promotion or other purpose.

20. Tenant shall not attach any awnings, antenna or other projections to the roof or the outside walls of the Premises of the building of which the Premises are a part.

21. Tenant shall not solicit business or distribute any handbills or other advertising matter in the Common Areas of the Center including without limitation, sidewalks, pedestrian walkways, parking areas, and other Common Areas.

22. Tenant shall not operate vending machines, pinball machines or electronic games or similar devices within or without the Premises, except solely for the exclusive use of Tenant's employees.

23. The Landlord reserves the right to make such other reasonable Rules and Regulations from time to time as is determined to be necessary or appropriate for the safety, care, protection, cleanliness, and good order of the Center and its Tenants. Any such other Rules and Regulations shall be binding upon each Tenant with the same force and effect as if the same had been included herein and in existence at the time the Tenant acquired his interest in the Premises. The Landlord further reserves the right at any time to modify or revoke an existing Rule or Regulation.

Initials: Tenant: _____

EXHIBIT "H"

GUARANTY AGREEMENT

[THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY LANDLORD NAMED HEREIN, ITS SUCCESSORS AND ASSIGNS AND ANY OTHER PERSON OR ENTITY AT ANY TIME HAVING THE RIGHTS OF LANDLORD UNDER THE LEASE DESCRIBED BELOW, AND IS ALSO AN ABSOLUTE AND UNCONDITIONAL GUARANTY.]

THIS GUARANTY AGREEMENT IS FOR THAT CERTAIN LEASE DATED _____, 2019 (the "**Lease**"), BETWEEN PMAT EAST CHEROKEE, L.L.C., AS LANDLORD, AND IT'S ME TIME! LLC, AS TENANT, COVERING SUITE # D12 IN VILLAGE SHOPPES OF EAST CHEROKEE, WOODSTOCK, GEORGIA.

In consideration of the execution of the Lease by Landlord, each of the undersigned guarantors (the term "**Guarantors**" refers to all of the undersigned guarantors collectively, and the term "**Guarantor**" means each of the Guarantors, individually) hereby unconditionally guarantees to Landlord the full and punctual payment of the rent and other charges by Tenant and the full and punctual performance of all other obligations by Tenant under this Lease (the rent and other charges due by Tenant and Tenant's other obligations under this Lease are, collectively, the "**Obligations**"), hereby binding herself or himself jointly and severally, as if an original promisor and Tenant. Each Guarantor acknowledges that he or she has a financial interest in Tenant and will benefit from Landlord entering into the Lease with Tenant, and that this Guaranty Agreement is a material inducement for Landlord to enter into the Lease.

Each Guarantor agrees that **(1)** this obligation shall be enforceable against Guarantor without the necessity for any suit or proceedings against Tenant, and, except as otherwise specifically provided in the Lease, without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or of any other notice or demand to which Guarantor might otherwise be entitled by reason of being a guarantor, all of which are expressly waived; **(2)** immediately upon each and every Lease breach or default by Tenant, whether before or during the term of the Lease or thereafter (e.g., in any holdover period), without any notice to or demand on any Guarantor or Tenant, Guarantor will be individually, jointly, and severally obligated to **(i)** pay to Landlord the sum or sums in arrears, **(ii)** pay to Landlord all damages, including but not limited to any expenses, costs and fees incurred by Landlord, that may be occasioned by Tenant's nonperformance, and **(iii)** comply with or perform all terms and conditions of the Lease; **(3)** no extension, forbearance or leniency extended by Landlord to Tenant shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any Lease breach or default or of any such leniency, forbearance or extension; **(4)** Landlord and Tenant, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Lease, and Guarantor shall not be wholly or partially released thereby, it being intended that each Guarantor shall continue as joint and several Guarantor with respect to the Lease as so modified, renewed, extended, amended or otherwise affected and notwithstanding any assignment of the Lease or subletting in whole or in part of the premises demised by the Lease nor any holding over by Tenant beyond the term of the Lease.

The obligations of each Guarantor herein shall be co-extensive with those of Tenant under the Lease, and of all other Guarantors and shall remain in effect as long as Tenant's obligations under the Lease are in effect. This Guaranty Agreement is continuing, absolute and unconditional and shall continue without being affected by any impairment, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Each Guarantor further agrees to be bound by

each and every obligation of Tenant under the Lease, with the same force and effect as if each Guarantor were designated in and had executed the Lease as Tenant thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Landlord in exercising any right or remedy under the Lease and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Landlord hereunder and under the Lease shall be cumulative. Until all of Tenant's obligations under the Lease are fully performed, each Guarantor waives any rights that it may have against Tenant by reason of that Guarantor's compliance with this Guaranty Agreement, and subordinates any liability or indebtedness of Tenant held by that Guarantor to the obligations of Tenant to Landlord under the Lease.

If more than one Guarantor executes this Guaranty Agreement, **(a)** this Guaranty Agreement shall be binding on each of the Guarantors jointly and severally, and **(b)** notice to or from any of the Guarantors will constitute notice to or from each of them.

To be effective, any notice or other communication to a Guarantor must be sent by registered or certified mail, return receipt requested, and shall be addressed to that Guarantor at its notice address on the Lease Face Pages, or such other address as may be designated by that Guarantor to Landlord by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be 3 business days after it is deposited in an official United States Mail receptacle, postage prepaid.

To be effective, any notice or other communication to Landlord must be sent by registered or certified mail, return receipt requested, and to the address to which Tenant’s notices are given to Landlord under this Lease and in the manner provided for the giving of notices in this Lease.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the state of Georgia, shall also bind each Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Landlord's successors and assigns and any other person or entity at any time having the rights of Landlord under the Lease.

Each Guarantor will forthwith pay to Landlord all attorneys' fees and disbursements incurred by Landlord in connection with any breach or default by Tenant under the Lease and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

Any sums not paid to Landlord when due hereunder will bear interest at the same rate at which interest accrues on Rent not paid when due, under Section 6.4 of this Lease, from the due date until full payment is received by Landlord.

As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, each Guarantor agrees that in any action or proceeding brought on, under or by virtue by this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and each Guarantor agrees that the applicable courts of the state of Georgia shall have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in the United States in a manner in accordance with the laws of the State of Georgia. Without limiting the foregoing, each Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty Agreement.

Each Guarantor's obligations and liabilities under this Lease shall remain in effect and shall not be released, impaired, reduced, or otherwise affected by, and shall continue in full

force and effect notwithstanding (A) the insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution, or lack of authority of Tenant (or anyone acting on Tenant's behalf); (B) any payment by Tenant or any other party to Landlord that is held to constitute a preferential transfer or a fraudulent conveyance under any applicable law, or any such amounts or payments which, for any reason, Landlord is required to refund or repay to Tenant or to any other person; or (C) any dissolution of Tenant, or any sale, lease, or transfer of all or any part of Tenant's assets. This Lease and each Guarantor's obligations and liabilities hereunder shall continue to be effective, and/or shall automatically and retroactively be reinstated, if a release or discharge has occurred, or if at any time, any payment or part thereof to Landlord or any other person or entity with respect to any Obligations, is rescinded or must otherwise be restored by Landlord pursuant to any insolvency, bankruptcy, reorganization, receivership, or any other debt relief granted to Tenant. In the event that Landlord or any other person or entity must rescind or restore any payment received in total or partial satisfaction of the Obligations, any prior release or discharge from the terms of this Lease given to a Guarantor shall be without effect, and this Lease and each Guarantor's obligations and liabilities hereunder shall automatically and retroactively be renewed and/or reinstated and shall remain in full force and effect to the same degree and extent as if such a release or discharge had never been granted. It is the intention of Landlord and each Guarantor that each Guarantor's obligations and liabilities hereunder shall not be discharged except by the full and complete performance and satisfaction of all of the Tenant’s obligations and liabilities under this Lease, and then only to the extent of such performance.

Guarantor, being fully aware of the potential benefits of O.C.G.A. §10-7-24 (as the same may be amended from time to time or replaced with any similar provision) hereby intentionally and knowingly waives any and all rights which may be afforded Guarantor under said section, including without limitation the right to give Landlord any notice as provided thereunder.

This Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby (all prior written and oral agreements between them regarding such matters being superseded hereby), and each Guarantor acknowledges that no agent, representative, salesman or officer of Landlord or its property manager has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held by a court to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought. Each Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to consider the matter.

TO SHOW ITS AGREEMENT to all of the provisions of this Guaranty, each Guarantor has signed this Guaranty on the date set out below.

GUARANTOR:

_____
CINDY A. THOMAS, Individually
Date of Birth: _____
Social Security No.: _____

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: _____

Dated: _____ [NOTARIAL SEAL]

EXHIBIT "I"

CONSTRUCTION

Tenant has inspected the Premises and accepts the same in their present condition without any responsibility for Landlord to remodel, redecorate or repair during the term except as may be set out on the Workletter (Exhibit "B" to this Lease, if any), and all work of every type or character shall be at the sole cost and expense of Tenant and only after submitting plans and specifications to Landlord and receiving Landlord's written approval for same.

I. **TENANT NOTIFICATIONS.** Within ten (10) days after delivery by Landlord to Tenant of a fully executed Lease Agreement, Tenant shall inform Landlord, in writing, of the name, address and telephone number of Tenant's architect and also Tenant's authorized business representative. Tenant agrees to promptly notify Landlord, in writing, of any change or changes of its architect and/or business representative.

If no modifications to existing leasehold improvements are contemplated, Tenant shall notify Landlord of same in writing, within this same ten (10) day period. In the event Tenant anticipates any modifications or the provisions of this Lease or any rider attached hereto require such modifications, then in either of those events, Tenant shall comply with the applicable provisions of this Exhibit "I" and with Articles 3, 11, 14, Exhibit "F," and the other provisions of this Lease, in regard to plan submission and all other applicable requirements.

II. **PLANS.** On or before the Plans Submission Deadline (as defined on the Lease Face Pages), Tenant will submit to Landlord, for Landlord's written approval, one (1) set of complete working drawings (plans) and specifications for Tenant's Initial Improvements (as defined in this Lease). Tenant will cause its architect to make promptly all changes to these working drawings and specifications that Landlord may require (these final plans and specifications, as approved by Landlord, are the "Final Plans" as provided in Article 3).

III. **COMMENCEMENT AND COMPLETION OF TENANT'S INITIAL IMPROVEMENTS.** Tenant's Initial Improvements shall be commenced promptly and immediately after Landlord's approval of the Final Plans (as defined in the Lease) and shall be diligently prosecuted thereafter to completion. Tenant shall cause its contractor and subcontractors to complete Tenant's Initial Improvements in the Premises and Tenant shall cause its trade fixtures and merchandise to be installed and stocked in the Premises and be ready to open and shall open for business (i) within a period of thirty (30) days after Landlord's approval of the Final Plans, or (ii) the Required Opening Date as set forth on the Lease Face Pages, whichever date is the earlier.

IV. **SPRINKLER SYSTEM.** Should Tenant modifications to the Premises cause the Landlord to redesign and modify the existing sprinkler system, the Tenant shall reimburse Landlord for the entire cost thereof within ten (10) days after billing by Landlord.

V. **TEMPORARY UTILITIES.** Landlord may, at Landlord's option, elect to supply electricity, water, heat and light to Tenant during Tenant's construction period. Should Landlord so elect, Tenant shall pay Landlord for such utilities used or consumed in or supplied to the Premises prior to opening for business, in each case within ten (10) days after billing by Landlord.

VI. **SIGNS.** The design and location of all signs, either for the interior or exterior of the Premises, shall be subject to prior approval by Landlord, Article 14 of the Lease, and the Sign Criteria set forth in Exhibit "F" hereof and to the other provisions of this Lease. Tenant shall submit to Landlord detailed Sign Plans and the other information

required in Article 14 and Exhibit "F" of this Lease, and no sign shall be installed until Landlord's written approval has been obtained by Tenant. The following limitations will apply:

(a) Wording of signs shall be limited to Tenant's Trade Name and logo only.

(b) The size and location of all signs shall be limited.

(c) Only one sign will be permitted on the storefront, and all signs must be parallel to elevation.

(d) All signs will be self-illuminated.

(e) The following is not permitted and is expressly prohibited:

(i) Signs with exposed neon or fluorescent tubing or exposed lamps;
(ii) Signs with flashing, blinking, moving, flickering, animated or audible effects or type;
(iii) Printed signs on fronts or show windows;
(iv) Paper signs, stickers, banners or flags;
(v) Exposed raceways, ballast boxes or electrical transformers;
(vi) Exposed sign company names or stamps;
(vii) Exposed sign illumination or illuminated sign cabinets or modules;
(viii) Painted signs on the exterior surface of any building;
(ix) Signs located at or on the side or rear of any building except for small identifying signs to facilitate deliveries, in accordance with Landlord's standard sign format for rear and service corridor doors, but no other signs will be permitted;
(x) Roof top signs;
(xi) Sign boxes;
(xii) Exterior illumination of signs from mall ceiling.

VII. **CONSTRUCTION PROCEDURE.** The following provisions shall apply to Tenant's Initial Improvements or any subsequent Tenant's Improvements (as defined in this Lease) and their construction (the construction of Tenant's Initial Improvements or any subsequent Tenant's Improvements is referred to in this Exhibit "I" as "Tenant's Work"):

VIII. **COORDINATION.** To permit proper coordination of any work that Landlord is to perform under any Workletter attached as Exhibit "B" and any other work Landlord is performing in the Center ("Landlord's Work") and Tenant's Work, Tenant shall furnish Landlord, prior to the commencement of Tenant's Work, with a detailed work schedule of all work to be permitted by Tenant's contractors and subcontractors, as well as the names, addresses and telephone numbers of such contractors and subcontractors.

IX. **QUALITY.** Tenant's Work shall be performed in a first-class and workmanlike manner and shall be in good and useable condition upon the date of completion thereof.

X. **FEES AND PERMITS.** Tenant's contractors shall pay for all necessary permits and/or fees required by public authorities and/or utility companies with respect to Tenant's Work.

XI. **DEBRIS.** It shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors participating in Tenant's Work to remove, haul away from the Center and dispose of, at least once a week, all debris and rubbish. No construction waste, dirt, supplies or machinery and equipment may be placed in areas or space exposed to the public under any circumstances. Upon completion of

Tenant's Work, Tenant shall cause its contractors to remove all temporary structures, surplus materials, machinery and equipment, debris and rubbish of whatever kind remaining in the Premises or within the Center, which has been brought in or created by the contractors or subcontractors in the construction of Tenant's Work. If Tenant fails to comply with the foregoing responsibilities, then Landlord may cause the removal of all debris, rubbish, material and equipment and charge the cost thereof to Tenant who agrees to pay for the same within ten (10) days after billing.

XII. **PROTECTION.** It shall be the Tenant's responsibility to cause each of Tenant's contractors to maintain continuous protection of adjacent premises in a manner so as to prevent any damage to adjacent property and improvements by reason of the performance of Tenant's Work. Each contractor and subcontractor shall properly protect Tenant's Work with lights, guard rails, and barricades and shall secure all parts of Tenant's Work against accident, storm and any other hazard.

XIII. **COORDINATION OF TENANT'S WORK.** Tenant's Work shall be coordinated with Landlord's Work and the work of other tenants of the project to such extent that Tenant's Work will not interfere with or delay the completion of any such work in the Center. The contractor or subcontractor shall not at any time damage, injure, interfere with or delay any other construction within the Center, and they and each of them shall comply with all procedures and regulations prescribed by Landlord for integration of Tenant's Work within the Center. Tenant at all times will enforce strict discipline and good order among its employees and contractors hired to perform Tenant's Work. If Tenant's employees, agents or contractors cause any dispute or stoppages among other contractors performing work in the Center, Landlord shall have the right to order Tenant to terminate any Work at any time (i.e., either in the initial construction of the Premises or at any time during the Lease) being performed by or on behalf of Tenant in the Premises. Upon notification from Landlord to Tenant to cease any such work, Tenant shall forthwith remove from the Premises all agents, employees and contractors of Tenant performing such work until such time as Landlord shall have given its written consent for the resumption of such construction work, and Tenant shall have no claim for damages of any nature whatsoever against Landlord in connection therewith.

XIV. **INSURANCE REQUIREMENTS.** At all times during the period between the commencement of construction of Tenant's Initial Improvements and the Commencement Date, as part of or in addition to the other insurance Tenant must maintain under this Lease, Tenant shall maintain, or cause to be maintained, casualty insurance in Builder's Risk form, covering Landlord, Landlord's agents, Landlord's architect, Landlord's contractors or subcontractors, Tenant and Tenant's contractors, as their interest may appear, against loss or damage by fire, vandalism and malicious mischief and other such risks as are customarily covered by the so-called "extended coverage endorsement" upon all Tenant's Initial Improvements in place and all materials stored at the site or Tenant's Initial Improvements and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Initial Improvements and builder's machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the Premises or when adjacent thereto, while on drives, sidewalks, streets or alleys, all to the full insurable value thereof at all times. Said Builder's Risk Insurance shall contain an express waiver of any right of subrogation by the insurance company against Landlord, its agents, employees and contractors.

XV. **WORKER'S COMPENSATION.** At all times during the period of construction of Tenant's Initial Improvements, as part of or in addition to the other insurance Tenant must maintain under this Lease, Tenant's contractors and subcontractors shall maintain in effect statutory Worker's Compensation and Occupational Disease Insurance as required by the State where the Center is located.

XVI. **PUBLIC LIABILITY INSURANCE.** At all times during the period between the commencement of contraction of Tenant's Work and the Commencement Date, as part of or in addition to the other insurance Tenant must maintain under this Lease, Tenant shall secure and cause to be maintained in effect, at Tenant's cost and expense, a Commercial General Liability Policy on an occurrence basis with limits of not less than $1,000,000 including Property Damage, Water Damage and Sprinkler Leakage Liability. The Liability Policy shall be on a Comprehensive General and Automobile Liability form and shall include, but not be limited to, coverage for all operations of Tenant, Tenant's contractors and subcontractors, including automobile coverage (for both owned and non-owned vehicles), contractual liability, completed operations liability and contingent or protective liability.

XVII. **CANCELLATION.** The policies of insurance referred to above shall contain the following endorsement: "It is understood and agreed that the coverage of this policy shall not be cancelled or modified by the company until the company has mailed written notice, by registered or certified mail, to Landlord stating when, but in no event less than thirty (30) days thereafter, such cancellation or modification in coverage shall be effective."

XVIII. **REQUIREMENTS UPON COMPLETION.** Upon the completion of Tenant's Initial Improvements, but in no event later than thirty (30) days after completion of the Premises, Tenant shall deliver to Landlord and/or comply with the following: (1) Tenant's affidavit stating that Tenant's Work has been substantially completed in compliance with Tenant's approved work drawings (plans) and specifications, and which affidavit shall include a reasonably itemized general breakdown of Tenant's final and total construction costs, together with proof, reasonably satisfactory to Landlord, of payment thereof; (2) An affidavit of the General Contractor or Contractors performing Tenant's Work stating that Tenant's Work has been fully completed in compliance with the Final Plans and that all subcontractors, laborers and material suppliers, who supplied labor and/or materials for Tenant's Work (whose names and address shall be recited in the affidavit) have been paid in full and that all liens therefor that have been filed have been discharged of record or waived; (3) A complete notarized release and waiver of lien with respect to the Premises, executed by each of Tenant's general contractor, subcontractors, or material suppliers supplying labor and/or materials for Tenant's Work or in lieu thereof, an attorney's certification (prepared by an attorney licensed to practice law in the state where the Center is located), that the lien period for the Tenant's Work performed by Tenant in the Premises has expired and no liens in connection therewith have been filed; (4) Tenant's written acceptance of the Premises stating that Landlord has completed all of the Landlord's Work required to be performed by Landlord pursuant to Exhibit "B" to this Lease and that Tenant reserves no claims, offsets or back-charges or stating those claimed; (5) All certificates and approvals with respect to Tenant's Work that may be required by any governmental authorities as a condition for the issuance of a Certificate of Occupancy for the Premises; (6) Copies of approved manufacturer's literature or catalogue relating to equipment and machinery installed by Tenant within the Premises (including heating, ventilation and air conditioning equipment).

The requirements and obligations in this Exhibit "I" are in addition to, and not in lieu or limitation of, the requirements and obligations set out in Article 3, Article 11, Article 14, Exhibit "F," and the other provisions of this Lease.

EXHIBIT "J"

COMMENCEMENT DATE AGREEMENT

Re: Village Shoppes of East Cherokee
Woodstock, GA

PMAT East Cherokee, L.L.C. (Landlord) and It's Me Time! LLC (Tenant) hereby confirm the following:

With reference to the Lease dated _____, 2019, between Landlord and Tenant, Tenant has accepted the Premises fully and completely.

The "Commencement Date" of the Lease is _____, 2019.

The "Rent Commencement Date" of the Lease is _____, 20____.

Date: _____, 20____.

TENANT: IT'S ME TIME! LLC

By: _____
Name: Cindy A. Thomas
Title: _____

LANDLORD: PMAT EAST CHEROKEE, L.L.C.,
a Delaware limited liability company

By: PMAT Real Estate Investments, L.L.C.,

Its Manager

By: _____
Name: Robert A. Whelan
Title: Manager

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